Bixby Board of Education Regular Meeting
Thursday, June 8, 2023 Bixby Board of Education Regular Meeting
Bixby Public Schools Administative Center, 109 N. Armstrong, Bixby, Oklahoma
109 N Armstrong St
Bixby, OK 74008

Attendance Taken at 6:00 PM.

Justin Cheatham:	Present
Matt Dotson:	Present
Tristy Fryer:	Present
Julie Prox:	Present
Amanda Stephens:	Present

Present: 5.

1. **Call Meeting to Order/Roll Call**

2. **Reports to The Board**

   2.1. Superintendent's Report - Rob Miller

3. **Comments from the Public**

   3.1. Speakers must identify themselves.

   3.2. Each Speaker is given a maximum of three (3) minutes. To ensure fairness for all speakers, this timeline will be strictly enforced. The Board clerk will notify the speaker when they have 30 seconds left. Speakers are expected to end their remarks immediately when the time limit is reached.

   3.3. In order to avoid repetitious information, a single spokesperson will be selected by groups desiring to address the board.

   3.4. Total time allocated to this item is thirty (30) minutes.

   3.5. Speakers may offer objective comments of school operations and programs that concern them. The Board shall not hear personal complaints unless the proper administrative procedures concerning complaints have been followed.

   3.6. Speakers may not use profanity at a School Board meeting. Patrons conducting themselves in this manner may be asked to leave the meeting.

   3.7. The president reserves the right to interrupt this section and move to the next item.

   3.8. In accordance with provisions of the Oklahoma Open Meeting Act, discussion or action by the Board on an item presented under the "Comments from the Public" agenda topic is not permitted. Board members and administrative staff will not respond to questions from the public. The Board appreciates and will seriously

consider all comments made during this time. Proper questions from members of the public may be referred to the Superintendent for later report to the Board.

4. **General Consent Agenda - Discussion and possible board action to approve consent agenda items #1-50. (These items may be approved by one Board motion, unless any board member desires to have a separate vote on any or all of these items.)**

Approval of consent agenda items #1-51 as presented with the exception of Jordan Alexander on the Certified Personnel Employment list Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

4.1. Minutes of May 11, 2023 Regularly Scheduled Board Meeting

4.2. Activity Fund Summary of Accounts and Transfer Requests

4.3. Encumbrances and Change Orders for FY 2023 General Fund, Building Fund, Child Nutrition Fund, Sinking Fund, and Bond Funds 31-39 per attached encumbrance registers

4.4. Renewal of appointment of Sherry McIntyre as School District Treasurer and Minutes Clerk for the 2023-2024 fiscal year

4.5. Renewal of appointment of Melinda Weig as Assistant District Treasurer and Activity Fund Custodian for the 2023-2024 fiscal year

4.6. Renewal of appointment of Maricela Hanseth as Encumbrance Clerk and Deputy Clerk of the Board for the 2023-2024 fiscal year

4.7. Renewal of Michelle Atkinson as Deputy Encumbrance Clerk and Deputy Minutes Clerk for the 2023-2024 fiscal year.

4.8. Renewal of appointment of Debbie Hauser as Deputy Activity Fund Custodian for the 2023-2024 fiscal year.

4.9. Renewal of school picture contracts with Lifetouch, Jostens and Ruth Kelly Studio for the 2023-2024 fiscal year

4.10. Renewal of yearbook contracts with Jostens for the 2023-2024 fiscal year

4.11. Approval of an E-rate Contract with CRW Consulting E-rate Services, LLC for the 2023-2024 fiscal year

4.12. Approval of a Memorandum of Understanding with Tulsa University for Classroom Student Teachers for the 2023-2024 fiscal year

4.13. Approval of a MOU with Oklahoma State University Institute of Technology for students to participate in college courses for the 2023-2024 fiscal year

4.14. Approval of a Memorandum of Understanding with Oklahoma State University for Field Clinical Experiences for OES students for the 2023-2024 fiscal year

4.15. Approval of the MOU for the University of Oklahoma Field Experience, Practicum, Internship for the 2023-2024 fiscal year

4.16. Approval of the agreement with Northeastern State University for Teacher Education Program for the 2023-2024 fiscal year

4.17. Approval of the University of Central Oklahoma Teacher Education Program for the 2023-2024 fiscal year

4.18. Approval of the agreement with Grand Canyon University for the Student Teaching Affiliation program for the 2023-2024 fiscal year

4.19. Approval of a contract with Tulsa Tech Career Academy Program and Tulsa Tech Aerospace Academy Program for the 2023-2024 fiscal year

4.20. Approval of the MOU with Glenpool Public Schools for the Foundations of Manufacturing Program for the 2023-2024 fiscal year

4.21. Approval of the MOU with Glenpool Public Schools for the shared JROTC program for the 2023-2024 fiscal year

4.22. Approval of the agreement with PrepPlus LLC for ACT preparation classes for the 2023-2024 fiscal year

4.23. Approval of the agreement with Christina Evans, LLC/Mobilized Vision for the 2023-2024 fiscal year

4.24. Approval of the MOU with Palmer Addiction Recovery Services for substance abuse education and counseling services for the 2023-2024 fiscal year

4.25. Approval of the MOU with The Bridges Foundation for SPED student participation for the 2023-2024 fiscal year

4.26. Approval of the contract with A New Leaf, Inc. for job training and vocationally related daily living skills for the 2023-2024 fiscal year

4.27. Approval of a MOU with The Tristesse Grief Center, Inc. a/k/a The Grief Center for grief support for students for the 2023-2024 fiscal year

4.28. Approval of the MOU with Sandy Hook Promise for training on the Say Something Anonymous reporting system for the 2023-2024 fiscal year

4.29. Approval of the MOU with JA Finance Park for 9th grade students enrolled in Personal Financial Literacy for the 2023-2024 fiscal year

4.30. Approval of a quote from Turnitin for the plagiarism software for the 2023-2024 fiscal year

4.31. Approval of renewing membership in United Suburban Schools Association at a cost of $1,650.00 for the 2023-2024 fiscal year

4.32. Approval of the proposal from Houghton Mifflin Harcourt for the Amira Suite License at a cost of $36,760.00 to be paid from RSA Funds

4.33. Approval of an agreement with Educators Handbook.com license at a cost of $10,970.00 for the 2023-2024 fiscal year

4.34. Approval of a subscription order form with Common Goal Systems Inc. for the TeacherEase program at a cost of $24,010.70 for the 2023-2024 fiscal year

4.35. Approval of an agreement with Edpuzzle at a cost of $16,875.56 to be paid from 1:1 Activity Funds for the 2023-2024 fiscal year

4.36. Approval of renewal of the Instructure service, Canvas Cloud and Eligilbillity Dashboard Maintenance at a cost of $40,705.00 to be paid from 1:1 Activity Funds for the 2023-2024 fiscal year

4.37. Approval of an agreement with GoGuardian for subscription services at a cost of $34,958.00 for the 2023-2024 fiscal year

4.38. Approval of the contract with OKTLE for the teacher evaluation system for the 2023-2024 fiscal year

4.39. Approval of the agreement with the Tulsa City-County Health Department for the School Health Program for the 2023-2024 fiscal year

4.40. Approval of the MOU with YMCA of Greater Tulsa and the Bixby Daily Family YMCA for the GO Club for the 2023-2024 fiscal year

4.41. Approval of an agreement with Pension Solutions for Administrative Services for the Bixby Public Schools 457(b) Plan for the 2023-2024 fiscal year

4.42. Approval of the agreement with Pension Solutions for administrative services for the Bixby Public Schools 403(b) Plan for the 2023-2024 fiscal year

4.43. Approval of renewing the contract with Community Care HMO, Inc. for EAP services for employees for the 2023-2024 fiscal year

4.44. Approval of the agreement with Facilitron, Inc. for the web platform for facilities and management of work orders for the 2023-2024 fiscal year

4.45. Approval of an agreement with AmericanChecked Inc. for background screening solutions for the 2023-2024 fiscal year

4.46. Approval of the agreement with Ver Hoef Information Sources, LLC for background checks for the 2023-2024 fiscal year

4.47. Approval of an Addendum to Extend Agreement with ESS South Central, LLC for substitute staffing for the 2023-2024 fiscal year

4.48. Approval of an agreement with Imperial Vending for the 2023-2024 fiscal year

4.49. FMLA - Support - Technology - 5/30/23 - 6/29/23

4.50. Employment, Resignation, Retirement - Certified Personnel - per attached

4.51. Employment, Resignation, Retirement - Support Personnel - per attached

5. **Finance**

5.1. Discussion and possible board action to adopt a resolution relating to the Bixby Industrial Authority Lease Revenue Note, Series 2023 (Bixby Public School Project) (The "Note") in the aggregate principal amount of not to exceed $6,400,000; approving and authorizing execution of a ground lease agreement, development agreement and tax regulatory agreement each by and between the Authority and Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools); authorizing and directing the execution of such other documents relating to the transaction; and containing other provisions related thereto.

Approval of adopting a resolution relating to the Bixby Industrial Authority Lease Revenue Note, Series 2023 (Bixby Public School Project) (The "Note") in the

aggregate principal amount of not to exceed $6,400,000; approving and authorizing execution of a ground lease agreement, development agreement and tax regulatory agreement each by and between the Authority and Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools); authorizing and directing the execution of such other documents relating to the transaction; and containing other provisions related thereto. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

5.2. Discussion and possible board action regarding General Liability, Education Leaders Liability, Property and Casualty Insurance agreements for the 2023-2024 fiscal year.

Approval of Option 3 at a cost of $882,920 per year with an increase in deductibles to $75,000 and $200,000 plus an additional $27,000 for the new West classroom buildings Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham:	Yea

Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

5.3. Discussion and possible board action regarding the Workers' Compensation Insurance for the 2023-2024 fiscal year.

Approval of Oklahoma School Assurance Group as the Workers' Compensation Insurance providers at a cost of $136,000.00 for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea

Amanda Stephens:	Yea

Yea: 5, Nay: 0

5.4. Discussion and possible board action regarding a service agreement with Municipal Finance Services Inc. for the Bixby Public School Administration Building project.

Approval of a service agreement with Municipal Finance Services Inc. for the Bixby Public School Administration Building project. Passed with a motion by Amanda Stephens and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

6. **Teaching and Learning**

6.1. Review of the ARP ESSER III - Safe Return Plan. Discussion item only. No action required by the Board of Education.

6.2. Discussion and possible board action regarding a service contract with Seidlitz Education for training services at a cost of $5,175.00 on August 9, 2023.

Approval of a service contract with Seidlitz Education for training services on August 9, 2023 at a cost of $5,175.00. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

6.3. Discussion and possible board action for approval of the quote from IXL Learning for site license at a cost of $74,203.00 for the 2023-2024 fiscal year.

Approval of the quote from IXL Learning for site license at a cost of $74,203.00 for the 2023-2024 fiscal year. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin Cheatham:	Yea

Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

6.4. Discussion and possible board action regarding a contract with PowerSchool for License and Subscription Fees at a cost of $126,379.94 for the 2023-2024 fiscal year.

Approval of a contract with PowerSchool for License and Subscription Fees at a cost of $126,379.94 for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea

Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7. **Operations**

7.1. Discussion and possible board action regarding a modification of the Guaranteed Maximum Price (GMP) for the High School Academic Building.

Approval of a modification of the Guaranteed Maximum Price (GMP) for the High School Academic Building at a cost of $7,227,458. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.2. Discussion and possible board action regarding an agreement with Dewberry Architects Inc. for the 9th Grade Center Gymnasium project.

Approval of an agreement with Dewberry Architects Inc. for the 9th Grade Center Gymnasium project. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.3. Discussion and possible board action regarding an agreement with GH2 Architects Inc. for the Bixby Public School Administration Building project.

Approval of an agreement with GH2 Architects Inc. for the Bixby Public School Administration Building project. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.4. Discussion and possible board action regarding an agreement with Miller-Tippens Construction for the Bixby Public Schools Administration Building project.

Approval of an agreement with Miller-Tippens Construction for the Bixby Public Schools Administration Building project. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham:	Yea
Matt Dotson:	Yea

Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.5. Discussion and possible board action to approve the lowest responsible bidder for providing job order contracting services with Bixby Public Schools.

Approval of Magnum Construction as the lowest responsible bidder for providing job order contracting services with Bixby Public Schools. Passed with a motion by Justin Cheatham and a second by Amanda Stephens.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda	Yea

Stephens:	

Yea: 5, Nay: 0

7.6. Discussion and possible board action to approve the lowest responsible bidder for interior painting for East Intermediate to Fischer Painting at a cost of $96,230.00.

Approval of Fischer Painting as the lowest responsible bidder for interior painting for East Intermediate to Fischer Painting at a cost of $96,230.00. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.7. Discussion and possible board action regarding an agreement with Zendesk at a cost of $21,330.00 for the 2023-2024 fiscal year.

Approval of an agreement with Zendesk at a cost of $21,330.00 for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.8. Discussion and possible board action regarding renewal of a contract with Statewide Commercial Cleaning Company for cleaning services at a cost of $1,114,407.00 for the 2023-2024 fiscal year.

Approval of a contract with Statewide Commercial Cleaning Company for cleaning services at a cost of $1,114,407.00 for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea

Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.9. Discussion and possible board action regarding a cleaning service agreement with We Clean 4U Whipple cleaning Service LLC at a cost of $189,000.00 per year for the 2023-2024 fiscal year.

Approval of a cleaning service agreement with We Clean 4U Whipple Cleaning Service LLC at a cost of $189,000.00 for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda	Yea

Stephens:	

Yea: 5, Nay: 0

7.10. Discussion and possible board action regarding renewal of a contract with KONE Care for elevator maintenance at a cost of $1,909.00 per month for the 2023-2024 fiscal year.

Approval of a contract with KONE Care for elevator maintenance at a cost of $1,909.00 per month for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.11. Discussion and possible board action regarding a contract renewal for waste collection services with American Waste Control, Inc. with a 3% price increase for the 2023-2024 fiscal year.

Approval of a contract renewal for waste collection services with American Waste Control, Inc. with a 3% price increase for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.12. Discussion and possible board action regarding a contract with TruGreen Commerical for lawn treatments at a cost of $19,249.27 for the 2023-2024 fiscal year.

Approval of a contract with TruGreen Commerical for lawn treatments at a cost of $19,249.27 for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham:	Yea

Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.13. Discussion and possible board action to approve a contract with Jarvis Inc. for security services at a cost of $25.84 per hour/$38.76 per hour on recognized holidays for the 2023-2024 fiscal year.

Approval of a contract with Jarvis Inc. for security services at a cost of $25.84 per hour/$38.76 per hour on recognized holidays for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea

Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.14. Discussion and possible board action regarding a contract with Tunnel Rat for Mole & Gopher Extermination services at a cost of $1,592.00 per month for the 2023-2024 fiscal year.

Approval of a contract with Tunnel Rat for Mole & Gopher Extermination services at a cost of $1,592.00 per month for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.15. Discussion and possible board action regarding Activity Fundraisers for the 2022-2023 fiscal year.

Approval of the Activity Fundraisers for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

7.16. Discussion and possible board action regarding declaring items as surplus to be disposed of in accordance with the State Laws of Oklahoma.

Approval of declaring items as surplus to be disposed of in accordance with the State Laws of Oklahoma as presented. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham:	Yea

Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

8. **Human Resources**

8.1. Discussion and possible board action to hire Curtis Whiteley as the Principal of the Bixby Ninth Grade Center for the 2023-2024 school year.

Approval of hiring Curtis Whiteley as the Principal of the Bixby Ninth Grade Center for the 2023-2024 school year. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea

Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

8.2. Discussion and possible board action to assign Rachel Chinsethagid as Interim Principal of Bixby North Elementary School for the 2023-2024 school year.

Approval of assigning Rachel Chinsethagid as Interim Principal of Bixby North Elementary School for the 2023-2024 school year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

8.3. Discussion and possible board action regarding the assignment of Tim Holt as an adjunct teacher in the area of Government to teach Government classes for the 2023-24 fiscal year.

Approval of the assignment of Tim Holt as an adjunct teacher in the area of Government to teach Government classes for the 2023-24 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

8.4. Discussion and possible board action regarding an agreement with Red Rover for Time and Attendance services at a cost of $15,861.00 for the 2023-24 fiscal year.

Approval of an agreement with Red Rover for Time and Attendance services at a cost of $15,861.00 for the 2023-24 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea

Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

8.5. Discussion and possible board action to approve any resignations submitted after the agenda was posted.

Approval of accepting the resignation of Linda Hayes, West Elementary 3rd grade teacher. Passed with a motion by Justin Cheatham and a second by Amanda Stephens.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea

Amanda Stephens:	Yea

Yea: 5, Nay: 0

9. **New Business**

10. **Vote to adjourn**

At 7:59 p.m. approval to adjourn Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

_____ _____

President Vice President

_____
Clerk

_____
Member

_____
Member

Bixby Board of Education Regular Meeting
Thursday, May 11, 2023
Bixby Public Schools Administrative Center
109 N Armstrong St
Bixby, OK 74008

1. **Call Meeting to Order/Roll Call**

- Pledge of Allegiance and Flag Salute led by BMS students Edison Kochner and Lylah Smith

2. Reports to The Board

2.1. Special Recognition

2.1.1. Community "S-Partner" Award - Chick-Fil-A of Bixby

2.1.2. Spartan Coin of Excellence

- Doug Nold, OIAAA Athletic Director of the Year
- Bixby High School Valedictorians and Salutatorians
- BHS Slowpitch Softball 2023 Academic State Champions

2.1.3. BPS Great Expectations Model School Recognition

2.1.3.1. Board President, Justin Cheatham made a motion to skip to Items 7.1 and 7.2, it was seconded by Amanda Stephens. Then return to the District Fine Arts Report - Jeremy Parker. All members voted yea.

2.2. District Fine Arts Report - Jeremy Parker

2.3. Superintendent's Report - Rob Miller

2.4. Facilities and Operations Report - Gabe Hayes

2.5. Financial Operations Report - Mike Anthony

3. Comments from the Public None

3.1. Speakers must identify themselves.

3.2. Each Speaker is given a maximum of three (3) minutes. To ensure fairness for all speakers, this timeline will be strictly enforced. The Board clerk will notify the speaker when they have 30 seconds left. Speakers are expected to end their remarks immediately when the time limit is reached.

3.3. In order to avoid repetitious information, a single spokesperson will be selected by groups desiring to address the board.

3.4. Total time allocated to this item is thirty (30) minutes.

3.5. Speakers may offer objective comments of school operations and programs that concern them. The Board shall not hear personal complaints unless the proper administrative procedures concerning complaints have been followed.

3.6. Speakers may not use profanity at a School Board meeting. Patrons conducting themselves in this manner may be asked to leave the meeting.

3.7. The president reserves the right to interrupt this section and move to the next item.

3.8. In accordance with provisions of the Oklahoma Open Meeting Act, discussion or action by the Board on an item presented under the "Comments from the Public" agenda topic is not permitted. Board members and administrative staff will not respond to questions from the public. The Board appreciates and will seriously consider all comments made during this time. Proper questions from members of the public may be referred to the Superintendent for later report to the Board.

4. General Consent Agenda - Discussion and possible board action to approve consent items #1-23. (These items may be approved by one Board motion, unless any board member desires to have a separate vote on any or all of these items.)

Approval of General Board Consent Items #1-23 as presented Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

4.1. Minutes of April 6, 2023 Regularly Scheduled Board Meeting

4.2. Minutes of April 26, 2023 Special Board Meeting

4.3. Activity Fund Summary of Accounts and Transfer Requests

4.4. Encumbrances and Change Orders for FY 2023 General Fund, Building Fund, Child Nutrition Fund, Sinking Fund, and Bond Funds 31-39 per attached encumbrance registers

4.5. Approval of the OSSBA Employment Services agreement for Unemployment Services for the 2023-2024 fiscal year

4.6. Approval of OKES Agreement for natural gas services for the 2023-2024 fiscal year

4.7. Approval of the Assistance League of Tulsa agreement for providing school clothing for elementary students in Bixby Schools

4.8. Approval of the Commodity Processing Contract with Barlow Education Management Services for the 2023-2024 fiscal year

4.9. Approval of the FCCLA request to attend the National FCCLA Convention in Denver, Colorado on July1-7, 2023

4.10. Approval of the Speech and Drama request to attend the National Convention in Phoenix, Arizona on June 10-17, 2023

4.11. FMLA - Support - Technology - 3/20/2023 - 3/27/2023

4.12. Medical Leave Extended - Support - Maintenance - 3/27/2023 - 5/22/2023

4.13. Medical Leave - Support - Middle School - 3/30/2023 - 4/28/2023

4.14. FMLA - Support - Administration - 6/12/2023 - 6/26/2023

4.15. FMLA - Certified - Administration - 5/31/2023 - 6/6/2023

4.16. Medical Leave - Support - North Elementary - 4/5/2023 - 5/29/2023

4.17. Medical Leave - Support - Transportation - 4/3/2023 - 5/29/2023

4.18. Medical Leave - Support - East Elementary - 4/3/2023 - 4/5/2023

4.19. Medical Leave - Support - Transportation - 4/19/2023 - 5/29/2023

4.20. FMLA - Certified - North Elementary - 4/10/2023 - 4/28/2023

4.21. Medical Leave - Support - Transportation - 4/12/2023 - 5/29/2023

4.22. Employment, Resignation, Retirement - Certified Personnel - per attached

4.23. Employment, Resignation, Retirement - Support Personnel - per attached

5. Finance

5.1. Discussion and possible board action regarding the purchase of four used school buses from American Bus Sales for a total of $392,620.00.

Approval of the purchase of four used school buses from American Bus Sales for a total of $392,620.00. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

Approval of the purchase of four used school buses from American Bus Sales for a total of $392,620.00. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

6. Teaching and Learning

6.1. Discussion and possible board action regarding the JA BizTown Contract with Junior Achievement for North Intermediate for the 2023-2024 fiscal year.

Approval of the JA BizTown Contract with Junior Achievement for North Intermediate at a cost of $30 per student who enroll for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7. Operations

7.1. Discussion and possible board action to approve Nabholz Change Order #31 (Geoform Stair Details) for the BHS Academic Building at a cost of $148,302.61.

Approval of the Nabholz Change Order #31 (Geoform Stair Details) for the BHS Academic Building at a cost of $148,302.61. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.2. Discussion and possible board action to approve Nabholz Change Order #32 (Storm Tie-In) for the BHS Academic Building at a cost of $68,765.32.

Approval of the Nabholz Change Order #32 (Storm Tie-In) for the BHS Academic Building at a cost of $68,765.32. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.3. Discussion and possible board action regarding an AIA Master Agreement with Dewberry Architects Inc. for architectural services related to the design and construction of the East Intermediate Gymnasium.

Approval of the AIA Master Agreement with Dewberry Architects Inc. for architectural services related to the design and construction of the East Intermediate Gymnasium. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.4. Discussion and possible board action regarding a Construction Management Services Agreement with ES2, Engineered Systems & Energy Solutions, Inc. for the North Elementary HVAC project.

Approval of a Construction Management Services Agreement with ES2, Engineered Systems & Energy Solutions, Inc. for the North Elementary HVAC project. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.5. Discussion and possible board action regarding the American Red Cross Training Services Agreement for the 2023-2024 fiscal year.

Approval of the American Red Cross Training Services Agreement for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Amanda Stephens.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.6. Discussion and possible board action regarding revised Board of Education Policy 2166 - Concussion Policy and Management.

Approval of the revised Board of Education Policy 2166 - Concussion Policy and Management. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.7. Discussion and possible board action regarding declaring items as surplus to be disposed of in accordance to Oklahoma Statutes.

Approval of declaring items as surplus to be disposed of in accordance to Oklahoma Statutes. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea

Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

8. Miscellaneous

8.1. Discussion and possible action to approve an agreement with the Cooperative Council for Oklahoma School Administration (CCOSA) to participate in the CCOSA District Level Services Program for the 2023-24 fiscal year at a cost of $2,500.

Approval of the agreement with the Cooperative Council for Oklahoma School Administration (CCOSA) to participate in the CCOSA District Level Services Program for the 2023-24 fiscal year at a cost of $2,500. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

8.2. Discussion and possible board action to appoint a member of the Bixby Public Schools Board of Education as an OSSBA Legislative Liaison for the 2023-2024 fiscal year.

Approval of Tristy Fryer as the appointed member of the Bixby Public Schools Board of Education as an OSSBA Legislative Liaison for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

8.3. Discussion and possible board action regarding a new Activity Fund Account for the Middle School FCCLA.

Approval of a new Activity Fund Account for the Middle School FCCLA. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

9. Executive Session

9.1. Discussion and possible vote to move to executive session to discuss the possible purchase of certain real property (25 O.S. Sec. 307 (B)(3)) and the employment of Support Personnel and Head Athletic Coaches, subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachments "A" and "B", respectively (25 O.S. Sec. 307 (B)(1)(7)).

At 7:49 p.m. approval to go into Executive Session to discuss the possible purchase of certain real property and the employment of Support Personnel and Head Athletic Coaches, subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachments "A" and "B", per Oklahoma Statutes Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

9.2. Vote to acknowledge return to open session.

At 8:44 p.m. approval of returning to open session Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

9.3. Statement by Board president of executive session minutes.

10. Human Resources

10.1. Discussion and possible board action to approve the employment of Support Personnel subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachment "A".

Approval of the employment of Support Personnel subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachment "A". Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

10.2. Discussion and possible vote to approve the appointment of Head Athletic Coaches for the 2023-2024 fiscal year per Attachment "B".

Approval of the appointment of Head Athletic Coaches for the 2023-2024 fiscal year per Attachment "B". Passed with a motion by Justin Cheatham and a second by Amanda Stephens.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

10.3. Discussion and possible board action regarding the 2023-2024 Holiday Schedule for the twelve month employees.

Approval of the 2023-2024 Holiday Schedule for the twelve month employees. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

10.4. Discussion, consideration and vote to approve or not to approve any resignations submitted after the agenda was posted. **None**

11. **New Business None**

12. **Vote to adjourn**

At 8:47 p.m. approval to adjourn Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin Cheatham:	Yea
Matt Dotson:	Yea
Tristy Fryer:	Yea
Julie Prox:	Yea
Amanda Stephens:	Yea

Yea: 5, Nay: 0

_____
President

_____
Vice President

_____
Clerk

_____
Member

_____
Member

School Photography Agreement

YOUR PORTRAITS. YOUR WAY.

SCHOOL INFO

School: Bixby Central Elementary
Address: 201 S. Main St.
City: Bixby State: OK Zip: 74008
School Type: ◉ES ○MS ○HS ○Other PK-3 District: Bixby Public Schools
School Picture Day Coordinator Name: Julia Watson/Katie Gallamore Phone: 918-366-2284
Title: Administrative Assistant Email: jwatson@bixbyps.org
Customer #: 1105970 Yearbook Job #: 48367
Student Information System (e.g. PowerSchool): PowerSchool

PICTURE DAY INFO

Number of Students: _____ Number of Staff: _____ Total: _____

Preferred Dates: (Aug-Nov)
1st Choice _____ Start & End Times _____ Retake Day _____
2nd Choice _____ Start & End Times _____ Retake Day _____
3rd Choice _____ Start & End Times _____ Retake Day _____

SERVICES INCLUDED

- An efficient, hassle-free picture day experience (no handling of forms, money collection, or package distribution)
- Green screen technology (schools can choose a yearbook background, families can choose multiple backgrounds)
- Affordable, easy-to-order pictures for families (preview and order online, simple pricing, shipped directly to home)
- Fast delivery of images for schools (images available in JostensPIX portal within 3-5 business days of photography)
- Fast delivery of images for families (images available online within 3-5 business days of photography)
- Fast delivery of yearbook images (within 5 business days of retakes in Jostens yearbook software, or as download)
- An efficient ID solution for students and staff (delivered within 7-10 business days of photography)
- Additional school services in JostensPIX portal (online/printable directory, printable cumulative file stickers)
- Family communications (email notifications, posters, and flyers prior to picture day)
- Family support (direct customer service support—phone and email—for your families)

ITEMS NEEDED

- Please provide 2-3 photos of the area we will be taking pictures.
- If IDs are needed, please provide front and back photos of student and staff IDs, and select from the following:
  ☑Students -and/or- ☑Staff ◉Jostens provided (bar code) -or- ○School provided (stripe/chip)
- Upload a complete list of all students and staff (including email addresses) at least two weeks prior to picture day.

SIGNATURES

School Rep Name: Leslie Haynes Signature: [signature] 5-2-23
Email: lhaynes@bixbyps.org Date:

Jostens Rep Name: Dustin Keirsey Signature: [signature]
Email: dustin.keirsey@jostens.com Date: 5/2/2023

Thank you for putting your trust in JostensPIX. Please email agreement to JostensPIXAdmin@jostens.com.

Jostens Inc. – France Ave S #400 – Minneapolis, MN 55435

Jostens Rep Use Only. Include service codes/notes here: 20% Commission Back to School. Class groups on retake day.

- Transportation backpack tags – 1,400
- Transportation parent cards – 1,500
- Student Photo stickers
- Class group photo or retake day with background 5x7 size.

School Photography Agreement

YOUR PORTRAITS. YOUR WAY.

SCHOOL INFO

School: Bixby Central Elementary
Address: 201 S. Main St.
City: Bixby State: OK Zip: 74008
School Type: ◉ES ○MS ○HS ○Other PK-3 District: Bixby Public Schools
School Picture Day Coordinator Name: Julia Watson/Katie Gallamore Phone: 918-366-2284
Title: Administrative Assistant Email: jwatson@bixbyps.org
Customer #: 1105970 Yearbook Job #: 48367
Student Information System (e.g. PowerSchool): PowerSchool

PICTURE DAY INFO

Number of Students: _____ Number of Staff: _____ Total: _____

Preferred Dates: (Aug-Nov)
1st Choice _____ Start & End Times _____ Retake Day _____
2nd Choice _____ Start & End Times _____ Retake Day _____
3rd Choice _____ Start & End Times _____ Retake Day _____

SERVICES INCLUDED

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ITEMS NEEDED

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  ☑Students -and/or- ☑Staff ◉Jostens provided (bar code) -or- ○School provided (stripe/chip)
- Upload a complete list of all students and staff (including email addresses) at least two weeks prior to picture day.

SIGNATURES

School Rep Name: Leslie Haynes Signature: [signature]
Email: lhaynes@bixbyps.org Date: 5-3-23

Jostens Rep Name: Dustin Kelrsey Signature: [signature]
Email: dustin.kelrsey@jostens.com Date: 5/2/2023

Thank you for putting your trust in JostensPIX. Please email agreement to JostensPIXAdmin@jostens.com.

Jostens Inc. – France Ave S #400 – Minneapolis, MN 55435

Jostens Rep Use Only. Include service codes/notes here: 20% Commission Back to School. Class groups on retake day.

- Transportation backpack tags – 1,400
- Transportation parent cards – 1,500
- Student Photo stickers
- Class group photo on retake day with background 5x7 size.

Ruth Kelly Studio

PICTURE AGREEMENT

Home Office:
201 West Broadway
Muskogee, OK 74401
(918) 687-0523
Fax: 918-687-1371

Date: 1-16-2023

School Bixby East Elementary Address 11901 E. 131st S.

Send Correspondence To ~~Michelle Markley~~ Shelley Lombardo City Bixby State OK Zip 74011

Title Building Secretary County Tulsa Phone 918, 366-1712

slombardo@bixbyps.org

This agreement covers the taking and selling of school pictures between the school and the Representative of Ruth Kelly Studio. All picture packages will be processed by Ruth Kelly Studio in Muskogee, Oklahoma.

Since materials are purchased and commitments are made on the basis of this contract, this agreement shall remain in effect for the stated year unless unforeseen circumstances arise.

This agreement is for the years of 2023 & 2024

SPECIAL INSTRUCTIONS:

YB + Amin CD's
chacter awards certificates
printed w/ student names.

☐ NEW ☒ RENEWAL ☒ SPRING ☒ FALL

SCHOOL RESPONSIBILITY

(a) Assisting with the picture shooting schedule.

(b) Providing space for the studio setting.

(c) Assisting in promoting the sales of pictures.

(d) Scheduling with RUTH KELLY STUDIO the necessary dates for picture shooting.

Accepted by: AlBernander

Title: Principal

Date: 3/22/23

Accepted for Ruth Kelly Studio: [signature] Representative

Underclass Portraits:

Program: Prepay X Proof _____ Speculation _____

Fall School Day

Commission 40% No Commission _____

Date pictures are to be taken: _____

Average Daily Attendance: _____

Starting Time: _____

Senior Portraits

☐ At the School ☐ At the Studio

Average Attendance: _____

Yearbook Only Fee $ _____

Deposit for Full Sittings $ _____

☒ **SPRING** Commission 30% No Commission _____

☐ **HOMECOMINGS**

☐ **MEMORY MATES**

☐ **PROM**

☒ **ACTIVITY SHOTS** 25% Class Groups - Trad. w/Names

Yearbook Sponsor _____

Planning Period _____

Ruth Kelly Studio

PICTURE AGREEMENT

Home Office:
201 West Broadway
Muskogee, OK 74401
(918) 687-0523
Fax: 918-687-1371

Date: 1-16-2023

School Bixby East Elementary Address 11901 E. 131st S.

Send Correspondence To ~~Angela Woodard~~ Shelley Lombardo City Bixby State OK Zip 74011

Title Building Secretary County Tulsa Phone 918 / 366-1712

slombardo@bixbyps.org

This agreement covers the taking and selling of school pictures between the school and the Representative of Ruth Kelly Studio. All picture packages will be processed by Ruth Kelly Studio in Muskogee, Oklahoma.

Since materials are purchased and commitments are made on the basis of this contract, this agreement shall remain in effect for the stated year unless unforeseen circumstances arise.

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☐ NEW ☒ RENEWAL ☒ SPRING ☒ FALL

SCHOOL RESPONSIBILITY

(a) Assisting with the picture shooting schedule.

(b) Providing space for the studio setting.

(c) Assisting in promoting the sales of pictures.

(d) Scheduling with RUTH KELLY STUDIO the necessary dates for picture shooting.

Accepted by: A Benavides

Title: Principal

Date: 3/22/23

Accepted for Ruth Kelly Studio: [signature]
Representative

Underclass Portraits:

Program: Prepay X Proof _____ Speculation _____

Fall School Day

Commission 40 % No Commission _____

Date pictures are to be taken: _____

Average Daily Attendance: _____

Starting Time: _____

Senior Portraits

☐ At the School ☐ At the Studio

Average Attendance: _____

Yearbook Only Fee $ _____

Deposit for Full Sittings $ _____

☒ **SPRING** Commission 30% No Commission _____

☐ **HOMECOMINGS**

☐ **MEMORY MATES**

☐ **PROM**

☒ **ACTIVITY SHOTS** 25% Class Groups - Trad. w/Names

Yearbook Sponsor _____

Planning Period _____

School Photography Agreement

YOUR PORTRAITS. YOUR WAY.

SCHOOL INFO

School: Bixby North Elementary
Address: 7101 E. 121st St. S.
City: Bixby State: OK Zip: 74008
School Type: ◉ES ○MS ○HS ○Other District: Bixby Public Schools
School Picture Day Coordinator Name: Crystal Barton Phone: 918-366-2690
Title: Administrative Assistant Email: cbarton@bixbyps.org
Customer #: 1410678 Yearbook Job #: 37285
Student Information System (e.g. PowerSchool): PowerSchool

PICTURE DAY INFO

Number of Students: 700 Number of Staff: 100 Total: 800
Preferred Dates: 1st Choice 9-7-23 Start & End Times 8am-3pm Retake Day 10-12-23
(Aug-Nov) 2nd Choice _____ Start & End Times _____ Retake Day _____
3rd Choice _____ Start & End Times _____ Retake Day _____

SERVICES INCLUDED

- An efficient, hassle-free picture day experience (no handling of forms, money collection, or package distribution)
- Green screen technology (schools can choose a yearbook background, families can choose multiple backgrounds)
- Affordable, easy-to-order pictures for families (preview and order online, simple pricing, shipped directly to home)
- Fast delivery of images for schools (images available in JostensPIX portal within 3-5 business days of photography)
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- Family support (direct customer service support—phone and email—for your families)

ITEMS NEEDED

- Please provide 2-3 photos of the area we will be taking pictures.
- If IDs are needed, please provide front and back photos of student and staff IDs, and select from the following:
  ☑Students -and/or- ☑Staff ◉Jostens provided (bar code) -or- ○School provided (stripe/chip)
- Upload a complete list of all students and staff (including email addresses) at least two weeks prior to picture day.

SIGNATURES

School Rep Name: Crystal Barton Signature: Kelley Mears
Email: cbarton@bixbyps.org Date: _____

Jostens Rep Name: Dustin Keirsey Signature: _____
Email: dustin.keirsey@jostens.com Date: 5/2/2023

Thank you for putting your trust in JostensPIX. Please email agreement to JostensPIXAdmin@jostens.com.

Jostens Inc. – France Ave S #400 – Minneapolis, MN 55435

Jostens Rep Use Only. Include service codes/notes here: 20% Commission Back to School. Class groups on retake day.

DocuSign Envelope ID: BC5B9DBB-1878-420A-AD1C-B296FB8322D0

Lifetouch

Service Agreement

Bixby West Elementary

Lifetouch ID: 819360
Account Representative Email: nicole.taylor@lifetouch.com

School Year(s): 2023-2024
Agreement Length: 1

Account Information

Bixby West Elementary
14901 South Harvard Avenue
Bixby, OK 74008

Main Phone: 918-366-1762
Enrollment: 800
Grades: Pre-K - 3

Summary of Programs Provided

☑ Fall Individuals	☐ Yearbook	☑ Groups	☑ Commencements
☑ Spring Individuals	☐ Prestige Seniors	☐ Dance	☐ Other/Misc
☑ Underclass Grads	☐ Sports	☐ Special Events	

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individuals - Original							
Classroom Groups - Original							
Underclass Grads - Original							
Spring Individuals - Original							
Commencements - Original							

*All dates are tentative and subject to change or TBD if blank.

Account Services

☑ Yearbook - Media CD/DMD
☐ Storefront
☐ Lifetouch Portal

Storefront Contact:
Lifetouch Portal Contact:

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

Other Services

Digital Media Download - Medium Res - Yearbook
Principal Album - Soft Cover Spiral Bound
8x10 Group (Service)

Additional Details

Description	Incentive Details
Fall Individual	20% Commission paid on net sales calculated 45 days after original Picture Day(s).
Group	10% Commission paid on net sales calculated 45 days after original Picture Day(s).
Spring Individual	10% Commission paid on net sales calculated 45 days after original Picture Day(s).

DocuSign Envelope ID: BC5B9DBB-1878-420A-AD1C-B296FB8322D0

Contact information

Contact Name	Title	Phone	Email
Libby McNamara	Principal	918.366.1762	lmcnamara@bixbyps.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signatures

DocuSigned by:
Nicole Taylor
441642D8E6764B7...

5/2/2023

Nicole Taylor — Sales Professional - School

DocuSigned by:
Libby McNamara
B943A4E83FF948A...

5/2/2023

Libby McNamara — Principal

School Photography Agreement

YOUR PORTRAITS, YOUR WAY.

SCHOOL INFO

School: Bixby Central Intermediate
Address: 9401 E. 161st St. S.
City: Bixby State: OK Zip: 74008
School Type: ○ES ○MS ○HS ◉Other Int District: Bixby Public Schools
School Picture Day Coordinator Name: ~~Amy Rogers~~ Chloe Hernandez Phone: 918-366-2266
Title: Attendance Secretary Email: ~~arogers@bixbyps.org~~ chernandez@bixbyps.org
Customer #: 2252421 Yearbook Job #: 05417
Student Information System (e.g. PowerSchool): PowerSchool

PICTURE DAY INFO

Number of Students: 450 Number of Staff: 45 Total: 495

Preferred Dates: (Aug-Nov)	1st Choice 9/7/23	Start & End Times 8:00-1:00	Retake Day 9/14/23
	2nd Choice 8/31/23	Start & End Times 8:00-1:00	Retake Day 9/7/23
	3rd Choice 9/14/23	Start & End Times 8:00-1:00	Retake Day 9/21/23

SERVICES INCLUDED

- An efficient, hassle-free picture day experience (no handling of forms, money collection, or package distribution)
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- Please provide 2-3 photos of the area we will be taking pictures.
- If IDs are needed, please provide front and back photos of student and staff IDs, and select from the following:
  ☑Students -and/or- ☑Staff ◉Jostens provided (bar code) -or- ○School provided (stripe/chip)
- Upload a complete list of all students and staff (including email addresses) at least two weeks prior to picture day.

SIGNATURES

School Rep Name: Denver Boren Signature: [signature]
Email: dboren@bixbyps.org Date: 05/02/2023

Jostens Rep Name: Dustin Keirsey Signature: [signature]
Email: dustin.keirsey@jostens.com Date: 5/2/2023

Thank you for putting your trust in JostensPIX. Please email agreement to JostensPIXAdmin@jostens.com.

Jostens Inc. – France Ave S #400 – Minneapolis, MN 55435

Jostens Rep Use Only. Include service codes/notes here: 20% Commission back to school, Stickers, Class Groups on Retake Day.

Ruth Kelly Studio

PICTURE AGREEMENT

Home Office:
201 West Broadway
Muskogee, OK 74401
(918) 687-0523
Fax: 918-687-1371

Date: 1-16-2023

School Bixby East Int. Address 11901 E. 131st S

Send Correspondence To Wendy Truel City Bix State OK Zip 74011

Title principal County Tulsa Phone 918.366-1753

This agreement covers the taking and selling of school pictures between the school and the Representative of Ruth Kelly Studio. All picture packages will be processed by Ruth Kelly Studio in Muskogee, Oklahoma.

Since materials are purchased and commitments are made on the basis of this contract, this agreement shall remain in effect for the stated year unless unforeseen circumstances arise.

This agreement is for the years of 2023 & 2024

SPECIAL INSTRUCTIONS:

- YB & Amin CD's
- Continue to print character award certificates

☐ NEW ☒ RENEWAL ☒ SPRING ☒ FALL

SCHOOL RESPONSIBILITY

(a) Assisting with the picture shooting schedule.

(b) Providing space for the studio setting.

(c) Assisting in promoting the sales of pictures.

(d) Scheduling with RUTH KELLY STUDIO the necessary dates for picture shooting.

Accepted by: Wendy Truel

Title: Principal

Date: 03/22/23

Accepted for Ruth Kelly Studio: [signature]
Representative

Underclass Portraits:

Program: Prepay X Proof _____ Speculation _____

Fall School Day

Commission 40% No Commission _____

Date pictures are to be taken: _____

Average Daily Attendance: _____

Starting Time: _____

Senior Portraits

☐ At the School ☐ At the Studio

Average Attendance: _____

Yearbook Only Fee $ _____

Deposit for Full Sittings $ _____

☒ SPRING Commission 30% No Commission _____

☐ HOMECOMINGS

☐ MEMORY MATES

☐ PROM

☒ ACTIVITY SHOTS 25%

Class Groups - Trad. w/names

Yearbook Sponsor Kim Moore

Planning Period *not yet determined

* We will follow up once our master schedule is set

Ruth Kelly Studio

PICTURE AGREEMENT

Home Office:
201 West Broadway
Muskogee, OK 74401
(918) 687-0523
Fax: 918-687-1371

Date: 1-16-2023

School Bixby East Int. Address 11901 E. 131st S

Send Correspondence To Wendy Truel City Bix State OK Zip 74011

Title principal County Tulsa Phone 918.366-1753

This agreement covers the taking and selling of school pictures between the school and the Representative of Ruth Kelly Studio. All picture packages will be processed by Ruth Kelly Studio in Muskogee, Oklahoma.

Since materials are purchased and commitments are made on the basis of this contract, this agreement shall remain in effect for the stated year unless unforeseen circumstances arise.

This agreement is for the years of 2023 & 2024

SPECIAL INSTRUCTIONS:

- YB + Amin CD's
- Continue to print character award certificates

☐ NEW ☒ RENEWAL ☒ SPRING ☒ FALL

SCHOOL RESPONSIBILITY

(a) Assisting with the picture shooting schedule.

(b) Providing space for the studio setting.

(c) Assisting in promoting the sales of pictures.

(d) Scheduling with RUTH KELLY STUDIO the necessary dates for picture shooting.

Accepted by: Wendy Truel

Title: Principal

Date: 03/22/23

Accepted for Ruth Kelly Studio: Jeff Lash
Representative

Underclass Portraits:

Program: Prepay X Proof _____ Speculation _____

Fall School Day

Commission 40% No Commission _____

Date pictures are to be taken: _____

Average Daily Attendance: _____

Starting Time: _____

Senior Portraits

☐ At the School ☐ At the Studio

Average Attendance: _____

Yearbook Only Fee $ _____

Deposit for Full Sittings $ _____

☒ **SPRING** Commission 30% No Commission _____

☐ **HOMECOMINGS**

☐ **MEMORY MATES**

☐ **PROM**

☒ **ACTIVITY SHOTS** 25%
Class Groups - Trad. w/names

Yearbook Sponsor Kim Moore

Planning Period * not yet determined

* We will follow up once our master schedule is set

Ruth Kelly Studio

PICTURE AGREEMENT

Home Office:
201 West Broadway
Muskogee, OK 74401
(918) 687-0523
Fax: 918-687-1371

Date: 5-3-23

School Bixby North Int. Address 6941 E. 121st St South

Send Correspondence To Nicole Williams City Bixby State OK Zip 74008

Title Building Secretary County Tulsa Phone 918/366-2671

This agreement covers the taking and selling of school pictures between the school and the Representative of Ruth Kelly Studio. All picture packages will be processed by Ruth Kelly Studio in Muskogee, Oklahoma.

Since materials are purchased and commitments are made on the basis of this contract, this agreement shall remain in effect for the stated year unless unforeseen circumstances arise.

This agreement is for the years of 2023 & 2024

SPECIAL INSTRUCTIONS:
VB + Admin C.D.

☒ NEW ☐ RENEWAL ☒ SPRING ☒ FALL

SCHOOL RESPONSIBILITY

(a) Assisting with the picture shooting schedule.

(b) Providing space for the studio setting.

(c) Assisting in promoting the sales of pictures.

(d) Scheduling with RUTH KELLY STUDIO the necessary dates for picture shooting.

Accepted by: [signature]

Title: Principal

Date: 5-3-23

Accepted for Ruth Kelly Studio: [signature] Representative

Underclass Portraits:

Program: Prepay X Proof _____ Speculation _____

Fall School Day

Commission 40 % No Commission _____

Date pictures are to be taken: _____

Average Daily Attendance: _____

Starting Time: _____

Senior Portraits

☐ At the School ☐ At the Studio

Average Attendance: 500

Yearbook Only Fee $ _____

Deposit for Full Sittings $ _____

☒ **SPRING** Commission 30% No Commission _____

☐ **HOMECOMINGS**

☐ **MEMORY MATES**

☐ **PROM**

☐ **ACTIVITY SHOTS**

☒ Class Group

Yearbook Sponsor _____

Planning Period _____

Ruth Kelly Studio

PICTURE AGREEMENT

Home Office:
201 West Broadway
Muskogee, OK 74401
(918) 687-0523
Fax: 918-687-1371

Date: 2-8-23

School Bixby West Ent. Address 14901 S. Harvard Ave

Send Correspondence To _____ City Bixby State OK Zip 74008

Title _____ County Tulsa Phone 918 / 366-1763

This agreement covers the taking and selling of school pictures between the school and the Representative of Ruth Kelly Studio. All picture packages will be processed by Ruth Kelly Studio in Muskogee, Oklahoma.

Since materials are purchased and commitments are made on the basis of this contract, this agreement shall remain in effect for the stated year unless unforeseen circumstances arise.

This agreement is for the years of 2023 & 2024

SPECIAL INSTRUCTIONS:

YB + Amid CD's
ID's

☐ NEW ☐ RENEWAL ☐ SPRING ☐ FALL

SCHOOL RESPONSIBILITY

(a) Assisting with the picture shooting schedule.

(b) Providing space for the studio setting.

(c) Assisting in promoting the sales of pictures.

(d) Scheduling with RUTH KELLY STUDIO the necessary dates for picture shooting.

Accepted by: Dr. Brent Shaw

Title: Principal

Date: 2/9/23

Accepted for Ruth Kelly Studio: Jeff Lash
Representative

Underclass Portraits:

Program: Prepay X Proof _____ Speculation _____

Fall School Day

Commission 40 % No Commission _____

Date pictures are to be taken: _____

Average Daily Attendance: _____

Starting Time: _____

Senior Portraits

☐ At the School ☐ At the Studio

Average Attendance: _____

Yearbook Only Fee $ _____

Deposit for Full Sittings $ _____

☐ SPRING Commission _____ No Commission _____

☐ HOMECOMINGS

☐ MEMORY MATES

☐ PROM

☐ ACTIVITY SHOTS

Yearbook Sponsor _____

Planning Period _____

School Photography Agreement

YOUR PORTRAITS. YOUR WAY.

☒ School Year 2023-24 ☐ School Year 2024-25 ☐ School Year 2025-26

SCHOOL INFO

School: Bixby Middle School Type: ☐ES ☒MS ☐HS ☐K-12

Address: 15400 S MINGO City: Bixby ST: OK Zip: 74008

Grades Included: 7-8 School District: Bixby Public School

School Picture Day Coordinator Name: Sheila Lowe Phone: (918) 366-2205

Title: Principals Secretary Email: slowe@bixbyps.org

Customer #: 1047836 Yearbook Job #: 33405

Student Information System (e.g. PowerSchool): Powerschool

PICTURE DAY INFO

Number of Students: 1200 Number of Staff: 80 Total: 1280

Preferred Dates: (Aug-Nov)
1st Choice (Date & Start/End Time): Aug 14,15, or 16th Staff
2nd Choice (Date & Start/End Time): Sept 28-29th Students
3rd Choice (Date & Start/End Time):
1st Choice Retake (Date/Times): Nov. 1a All
2nd Choice Retake (Date/Times):

SERVICES INCLUDED

- An efficient picture day experience (photographers arrive 1.5 hours prior to start time to set up; photograph up to 60 students per camera, per hour; cameras assigned based on enrollment and available photography time)
- Ease of distribution for schools (no handling of forms, money collection, or package distribution)
- Green screen technology (schools can choose a yearbook background, families can choose multiple backgrounds)
- Affordable, easy-to-order pictures for families (preview and order online, simple pricing, shipped directly to home)
- Fast delivery of images to schools (images available in JostensPIX school portal about 1 week after each picture day)
- Fast delivery of images to families (images available online about 1 week after each picture day)
- Fast delivery of yearbook images (within 2 weeks of last picture day; to Jostens yearbook website or via download)
- An efficient ID solution for students and staff (shipped within 2 weeks of each picture day)
- Additional services in the JostensPIX school portal (online/printable directory, printable cumulative file stickers)
- Family communications (email notifications, posters, and flyers prior to picture day)
- Family support (direct customer service support—phone or online—for families)

ITEMS TO COMPLETE

- Please provide 2-3 photos of the area we will be taking pictures.
- If IDs are needed, please select from the following:
  ☒Students -and/or- ☒Staff ☒Jostens provided (bar code) -or- ☐School provided (stripe/chip)
- Upload a complete list of all students and staff (including parent email addresses) 2 to 4 weeks prior to picture day.

SIGNATURES

School Contact Name: Sheila Lowe Signature: [signature] Date: 5/24/23

Email: slowe@bixbyps.org

Jostens Rep Name: Dustin Keirsey Signature:

Email: Dustin.Keirsey@Jostens.com Date:

Thank you for partnering with JostensPIX. Please email agreement to JostensPIXAdmin@jostens.com.

Jostens Inc. – France Ave S #400 – Minneapolis, MN 55435

Jostens Rep Use Only. Exception codes/notes: SP

School Photography Agreement

YOUR PORTRAITS, YOUR WAY.

SCHOOL INFO

School: Bixby High School
Address: 601 South Riverview Road
City: Bixby State: OK Zip: 74008
School Type: ○ES ○MS ◉HS ○Other_____ District: Bixby Public Schools
School Picture Day Coordinator Name: Adina Meilner Phone: 918-366-2228
Title: Yearbook Adviser Email: ameilner@bixbyps.org
Customer #: 1047835 Yearbook Job #: 34037
Student Information System (e.g. PowerSchool): PowerSchool

PICTURE DAY INFO

Number of Students:_____ Number of Staff:_____ Total:_____
Preferred Dates: (Aug-Nov) 1st Choice _____ Start & End Times _____ Retake Day_____
2nd Choice _____ Start & End Times _____ Retake Day_____
3rd Choice _____ Start & End Times _____ Retake Day_____

SERVICES INCLUDED

- An efficient, hassle-free picture day experience (no handling of forms, money collection, or package distribution)
- Green screen technology (schools can choose a yearbook background, families can choose multiple backgrounds)
- Affordable, easy-to-order pictures for families (preview and order online, simple pricing, shipped directly to home)
- Fast delivery of images for schools (images available in JostensPIX portal within 3-5 business days of photography)
- Fast delivery of images for families (images available online within 3-5 business days of photography)
- Fast delivery of yearbook images (within 5 business days of retakes in Jostens yearbook software, or as download)
- An efficient ID solution for students and staff (delivered within 7-10 business days of photography)
- Additional school services in JostensPIX portal (online/printable directory, printable cumulative file stickers)
- Family communications (email notifications, posters, and flyers prior to picture day)
- Family support (direct customer service support—phone and email—for your families)

ITEMS NEEDED

- Please provide 2-3 photos of the area we will be taking pictures.
- If IDs are needed, please provide front and back photos of student and staff IDs, and select from the following:
  ☑Students -and/or- ☑Staff ◉Jostens provided (bar code) -or- ○School provided (stripe/chip)
- Upload a complete list of all students and staff (including email addresses) at least two weeks prior to picture day.

SIGNATURES

School Rep Name: Adina Meilner
Email: ameilner@bixbyps.org
Signature: [signature]
Date: 5/4/23

Jostens Rep Name: Dustin Keirsey
Email: dustin.keirsey@jostens.com
Signature:_____
Date: 5/2/23

Thank you for putting your trust in JostensPIX. Please email agreement to JostensPIXAdmin@jostens.com.

Jostens Inc. – France Ave S #400 – Minneapolis, MN 55435

Jostens Rep Use Only. Include service codes/notes here: 20% Commission back to school.

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 48367

SCHOOL Bixby Central Elementary

ADDRESS 201 South Main Street

CITY, STATE, ZIP Bixby, OK 74008

TERM AGREEMENT YEARS OF CONTRACT				
20^{24}____	20____	20____	20____	20____

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

64 Pages / 300 Copies = $22.00 per copy

Guarantee to keep school in black. Final Quantities TBD. All Color. Hard Back.

Additional Notes

Date 5/2/23

School Administrator or Yearbook Adviser signature

#3323

JOSTENS Sales Representative's signature and rep number

Rep: Attach this form to a current publication agreement form to finalize specs. This form obtains a legal signature of customer.
Copies: White > Marketing Services
Yellow > Sales Representative
Pink > Customer copy

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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 48367

SCHOOL Bixby Central Elementary

ADDRESS 201 South Main Street

CITY, STATE, ZIP Bixby, OK 74008

TERM AGREEMENT YEARS OF CONTRACT				
20^{24}_____	20_____	20_____	20_____	20_____

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

64 Pages / 300 Copies = $22.00 per copy

Guarantee to keep school in black. Final Quantities TBD. All Color. Hard Back.

Additional Notes

Date 5/2/23

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Copies: White > Marketing Services
Yellow > Sales Representative
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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 09652

SCHOOL Bixby East Elementary

ADDRESS 11901 East 131st Street South

CITY, STATE, ZIP Broken Arrow, OK 74011

TERM AGREEMENT YEARS OF CONTRACT				
20[24]	20	20	20	20

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

72 Pages / 300 Copies = $24.00 per copy

Guarantee to keep school in black. Final Quantities TBD.

Additional Notes

Date 5/2/2023

School Administrator or Yearbook Adviser signature

#3393

JOSTENS Sales Representative's signature and rep number

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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 37285

SCHOOL Bixby North Elementary

ADDRESS 7101 East 121st South

CITY, STATE, ZIP Bixby, OK 74008

TERM AGREEMENT YEARS OF CONTRACT				
20[24]	20	20	20	20

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

72 Pages / 300 Copies = $24.00 per copy

Guarantee to keep school in black. Final Quantities TBD.

Additional Notes

Date 5/2/2023

School Administrator or Yearbook Adviser signature

#3323

JOSTENS Sales Representative's signature and rep number

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Copies: White > Marketing Services
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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 49252

SCHOOL Bixby West Elementary

ADDRESS 14901 South Harvard Avenue East

CITY, STATE, ZIP Bixby, OK 74008

TERM AGREEMENT YEARS OF CONTRACT

20 24 20____ 20____ 20____ 20____

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

64 Pages / 300 Copies = $22.00 per copy

Guarantee to keep school in black. Final Quantities TBD.

Additional Notes

Date 5/2/2023

Libby Menamara

School Administrator or Yearbook Adviser signature

#3323

JOSTENS Sales Representative's signature and rep number

Rep: Attach this form to a current publication agreement form to finalize specs. This form obtains a legal signature of customer.
Copies: White > Marketing Services
Yellow > Sales Representative
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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 05417

SCHOOL Bixby Central Intermediate

ADDRESS 9401 East 161st Street South

CITY, STATE, ZIP Bixby, OK 74008

TERM AGREEMENT YEARS OF CONTRACT				
20[24]	20	20	20	20

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

72 Pages / 250 Copies = $24.00 per copy

Guarantee to keep school in black. Final Quantities TBD.

Additional Notes

Date 5/2/2023

School Administrator or Yearbook Adviser signature

D Hering #3323

JOSTENS Sales Representative's signature and rep number

Rep: Attach this form to a current publication agreement form to finalize specs. This form obtains a legal signature of customer.
Copies: White > Marketing Services
Yellow > Sales Representative
Pink > Customer copy

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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 44706

SCHOOL Bixby East Intermediate

ADDRESS 11901 East 131st Street South

CITY, STATE, ZIP Broken Arrow, OK 74011

TERM AGREEMENT YEARS OF CONTRACT				
20[24]	20	20	20	20

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

64 Pages / 300 Copies = $22.00 per copy

Guarantee to keep school in black. Final Quantities TBD.

Additional Notes

Date 5/2/2023

School Administrator or Yearbook Adviser signature

#3323

JOSTENS Sales Representative's signature and rep number

Rep: Attach this form to a current publication agreement form to finalize specs. This form obtains a legal signature of customer.
Copies: White > Marketing Services
Yellow > Sales Representative
Pink > Customer copy

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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 44706

SCHOOL Bixby East Intermediate

ADDRESS 11901 East 131st Street South

CITY, STATE, ZIP Broken Arrow, OK 74011

TERM AGREEMENT YEARS OF CONTRACT				
20[24]	20	20	20	20

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

64 Pages / 300 Copies = $22.00 per copy

Guarantee to keep school in black. Final Quantities TBD.

Additional Notes

Date 5/2/2023

School Administrator or Yearbook Adviser signature

#3323

JOSTENS Sales Representative's signature and rep number

Rep: Attach this form to a current publication agreement form to finalize specs. This form obtains a legal signature of customer.
Copies: White > Marketing Services
Yellow > Sales Representative
Pink > Customer copy

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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 32324

SCHOOL Bixby North Intermediate

ADDRESS 6941 East 121st South

CITY, STATE, ZIP Bixby, OK 74008

TERM AGREEMENT YEARS OF CONTRACT				
2024	20____	20____	20____	20____

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

72 Pages / 375 Copies = $24.00 per copy

Guarantee to keep school in black. Final Quantities TBD.

Additional Notes

Date 5/2/2023

School Administrator or Yearbook Adviser signature

#3323

JOSTENS Sales Representative's signature and rep number

Rep: Attach this form to a current publication agreement form to finalize specs. This form obtains a legal signature of customer.
Copies: White > Marketing Services
Yellow > Sales Representative
Pink > Customer copy

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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 49196

SCHOOL Bixby West Intermediate

ADDRESS 14901 South Harvard Avenue East

CITY, STATE, ZIP Bixby, OK 74008

TERM AGREEMENT YEARS OF CONTRACT				
20[24]	20	20	20	20

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

72 Pages / 400 Copies = $24.00 per copy

Guarantee to keep school in black. Final Quantities TBD.

Additional Notes

Date 4/19/2023

School Administrator or Yearbook Adviser signature

JOSTENS Sales Representative's signature and rep number #3323

Rep: Attach this form to a current publication agreement form to finalize specs. This form obtains a legal signature of customer.
Copies: White > Marketing Services
Yellow > Sales Representative
Pink > Customer copy

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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 33405

SCHOOL Bixby Middle School

ADDRESS 15400 South Mingo

CITY, STATE, ZIP Bixby, OK 74008

TERM AGREEMENT YEARS OF CONTRACT				
20[24]	20	20	20	20

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

116 Pages / 600 Copies = $34.50 per copy

Guarantee to keep school in black. Final Specs TBD. Direct Marketing. Shipping Included

Additional Notes

Date 5/16/23

School Administrator or Yearbook Adviser signature

JOSTENS Sales Representative's signature and rep number #3323

Rep: Attach this form to a current publication agreement form to finalize specs. This form obtains a legal signature of customer.
Copies: White > Marketing Services
Yellow > Sales Representative
Pink > Customer copy

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Item #2318

PUBLISHER'S AUTHORIZATION

JOSTENS IS HEREBY AUTHORIZED TO BE THE PUBLISHER OF THE SCHOOL'S YEARBOOK

JOB # 34037

SCHOOL Bixby High School

ADDRESS 601 South Riverview Dr.

CITY, STATE, ZIP Bixby, OK 74008

TERM AGREEMENT YEARS OF CONTRACT				
20[24]	20	20	20	20

JOSTENS agrees as follows:

1. To provide planning sessions to determine specifications and to assist in creative design, content and editorial organization.
2. To furnish the staff with Jostens complete Yearbook Kit of materials.
3. To work within the framework of the school's yearbook budget set forth by the school administrator and/or yearbook adviser.

9X12, 220 Pages / 1,000 Copies = $69.50 per copy

Guarantee to keep school in black. Final Quantities TBD. Direct Marketing

Additional Notes

Date 5/2/23

School Administrator or Yearbook Adviser signature

#3323

JOSTENS Sales Representative's signature and rep number

Rep: Attach this form to a current publication agreement form to finalize specs. This form obtains a legal signature of customer.
Copies: White > Marketing Services
Yellow > Sales Representative
Pink > Customer copy

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Item #2318

CRW Consulting E-rate Services, LLC
Program Year 2024 (Year 27)
E-rate Contract

CRW E-rate Consulting, ("Agent" or "CRW") and **Bixby Independent School District 4** ("Applicant") each agree to perform the obligations listed below. This contract authorizes the Agent to file any FCC Form (including, but not limited to: FCC Forms 470, 471, 472, 486 and 500) on behalf of the Applicant for Program Year 2024 (services to be discounted generally from 07/01/2024 – 06/30/2025). These FCC forms are necessary to receive Universal Service Fund monies, more commonly known as the "E-rate Program."

This contract also authorizes an agent of CRW to (1) be listed as the contact person on the above referenced FCC forms; (2) sign, on behalf of the Applicant, any and all of said FCC Forms; (3) sign, on behalf of the Applicant, any and all additional FCC Forms which might become necessary to obtain discounts or stay within FCC Program rules, and (4) order services listed on the application on behalf of the Applicant. The Applicant agrees that the Applicant is strictly liable for any and all certifications and representations made on FCC Forms concerning the E-rate program, regardless of if an agent of CRW submits and signs said Form pursuant to this Contract.

This contract is subject to change based upon program rule changes made by the FCC or the Schools and Libraries Division (SLD) of the Universal Service Administrative Company, as well as any changes in applicable federal or state law. Either party's failure to fulfill the obligations listed below will discharge, at the option of the other party, such other party's obligations contained herein upon written notice. Applicant agrees to indemnify, defend, and hold harmless Agent for any and all claims arising hereunder or related to this Contract, including matters within the jurisdiction of state or federal administrative agencies, except for such claims based on Agent's own fraud, willful injury, gross negligence, or violation of the law. Any waiver by either party of any provision of this Contract shall not operate as, nor be construed to be, a waiver of any subsequent breach thereof. Liability for damages on the part of either party is strictly limited to the "Full Payment for Priority One Application" amount listed in the "Payment Terms" section of this Contract. This Contract is governed by the laws and regulations of the State of Oklahoma, regardless of the location of the Applicant, and any disputes arising hereunder shall be resolved in the applicable state or federal court for the County of Tulsa, State of Oklahoma. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

Signing below indicates acceptance that both parties will perform the responsibilities and accept the obligations listed therein for the applicable program year, and agree to follow the payment terms as described below. Signing below also indicates that both parties

agree to every provision of this Contract. Furthermore, both parties acknowledge that they had the opportunity to submit this Contract to counsel for review.

TWO IMPORTANT NOTES

1. **The document retention period for E-rate has changed from five years to ten years past the last day to receive service. For most applicants, this will mean that you will have to keep all of your E-rate related documents, including copies of the bills, proof of payment/POs, packing slips (for equipment) for a time period ending about 6/30/2035 for Category One Funding (this will be at the earliest 9/30/2035 for Category Two Funding).**
2. **Applicants are required to comply with all State and Local bidding and purchasing rules (such as public notice requirements, bond requirements, etc.). Failure to comply with these State or Local restrictions could result in the loss of funding/mandatory re-payment of funding. If you have these types of rules in place, please make sure you inform us and that you follow those rules.**

Responsibilities and Obligations of the Applicant

1. The Applicant understands that all services or products to be included on FCC Form 471 (The Application) must be competitively bid for a time period of no less than 28 days. **Any service which the Applicant wishes to have discounted by the E-rate program and is covered by a contract must undergo the proper 28 day competitive bidding cycle, and must be signed in the appropriate time period.** Bidding cycles may be longer than 28 days, but 28 days is the minimum bid period.
2. The Applicant agrees to provide a list of services or products to be included in the bidding process to the Agent (including identifying any contracts that may be expiring and need to be re-bid).
3. The Applicant understands that the bidding period begins the day the FCC Form 470 is filed on-line with the SLD's web site, or the date that the applicant posts their Request for Proposal (whichever is the later date begins the minimum 28 day window).
4. The Applicant agrees to inform the Agent of any state or local bidding restrictions and/or regulations before filing of FCC Form 470. These restrictions or regulations include, but are not limited to, newspaper advertisements, bonding requirements and/or other general media or public notification requirements.
5. The Applicant understands that during the bidding cycle that the Applicant must allow potential vendors equal opportunity to bid on the proposed services listed on FCC Form 470. The Applicant may choose to place qualifications on the bidding process, but any vendor who meets such qualifications must be allowed the opportunity to place a bid within the specified time period.
6. The Applicant understands that it is required to make cost-effective bidding decisions and that if the Applicant selects a service provider/bidder that is 2 times more expensive than the lowest bidder, USAC may deem that decision to not be

cost-effective (and want their funding back).

7. The Applicant understands and agrees that it is the Applicant's responsibility to complete the Competitive Bidding Process by evaluating any valid bids received.
8. The Agent may attempt to assist the Applicant's bid evaluation process by identifying what the Agent believes to be the cost of eligible goods and services provided on your bids. The Applicant agrees that it is the ultimate responsibility of the Applicant to determine the actual price of eligible goods and services to be evaluated and to verify those amounts listed by the Agent.
9. The Applicant agrees to notify CRW of any products or services to be included on the Application that are, or will be, purchased or governed by a contract (including contracts that are expiring and need to be re-bid).
10. The Applicant understands that all contracted services or products (that is, services or products that are purchased or governed by a contract) to be listed on the Application for discounts must be covered under a contract executed in the proper time period (after the bidding cycle is over, but before the close of the application window). The Applicant further understands that funding for services contracted for before the allowable 28 day bidding has ended, or after the 471 Application window has closed, will not be funded.
11. Applicant understands and will abide by the SLD's competitive bidding rules which state that price must be the primary factor in awarding bids. The Applicant further certifies that, in accordance with the SLD's competitive bidding rules, no bidding evaluation factor will be as heavily weighted as is the "price" evaluation factor.
12. Applicant agrees to document the bid evaluation process (a list of evaluation factors and how many points each bid received for each factor) for any service requested for which more than one bid is received. Sample bid evaluation sheets are available from CRW.
13. The Applicant agrees to provide Agent copies of an average month's bill for any services not covered under a contract and to be included on the Application. This may include, but is not limited to Internet access bills, and circuit bills.
14. The Applicant agrees to provide any information necessary to file any FCC form to the Agent upon request, within five working days. This includes, but is not limited to, free and reduced lunch information, monthly bills, copies of contracts, and letters that authorize the Agent to obtain account information.
15. The Applicant agrees to retain any records related to the Application or other relevant FCC Forms for a period of ten years past the last day to receive service. This includes, but is not limited to, bids received, contracts, free and reduced lunch documentation, proof of payment for services, asset tracking info (packing slips, work orders, proof of delivery) and monthly bills that were or will be discounted by the SLD.
16. The Applicant agrees to forward to the Agent any request for information originating from the SLD or USAC within three (3) working days.
17. The Applicant agrees to provide an authorized signature and date for any necessary FCC Form that has been prepared by the Agent.

18. The Applicant understands that it is the sole responsibility of the Applicant to follow and adhere to any and all relevant FCC, USAC, or SLD rules and regulations, as well as any applicable federal, state, or local laws.
19. The Applicant agrees to authorize and grant "full rights" to employees of CRW Consulting in USAC's EPC filing system.
20. Applicant recognizes and agrees that the Agent does not provide professional legal services nor does the Agent engage in the practice of law.
21. Applicant agrees to review draft copies of FCC Form 471 sent to the Applicant from the Agent for errors and omissions.

Responsibilities and Obligations of the Agent

1. Agent agrees to file on behalf of the Applicant any necessary FCC Form, including, but not limited to, FCC Forms 470, 471, 472, 486, 500, Service Provider Identification Number Change Letters, and Service Substitution Letters.
2. Agent agrees to notify the applicant of relevant program rule changes within a reasonable time period.
3. If desired by the Applicant, the Agent agrees to help determine the scope and details of the types of services or products to be included in the competitive bidding process. These services/products will be listed on FCC Form 470 and must undergo a minimum 28-day competitive bidding cycle.
4. Agent agrees to assist in preparing a Request for Proposal (RFP) or Invitation for Competitive Bids (IFCB) for E-rate eligible services, if desired by the applicant. This RFP/IFCB would supplement the FCC Form 470.
5. Agent agrees to review monthly bills, invoices, and/or contracts that are submitted to Agent in a timely manner for funding eligibility under the FCC rules and guidelines.
6. Agent agrees to submit, after receiving all necessary information from the Applicant, completed FCC Forms 470 and 471 to the SLD, before any relevant deadlines.
7. Agent agrees to answer on behalf of the Applicant any question or inquiry regarding the E-Rate Program or the services to be provided by Agent hereunder from the SLD, USAC, or any other such federal or state administrative agency.
8. Agent agrees to provide on-going E-rate support to the Applicant, as generally described above, and including providing reminders about upcoming deadlines, for a period starting no earlier than the execution date of this contract and ending no earlier than the end of the applicable program year (this will generally be about an 18 month time period).
9. Agent agrees to provide support in the event of a Selective Review, conducted by the SLD or their representatives covering an application filed by the Agent

PAYMENT TERMS: "Category One Applications" are defined as applications including only "Telecommunication Services" and/or "Internet Services" and/or Data Transmission Services" (including "Self-Provisioned Fiber, Leased Dark Fiber or Leased Lit Fiber"), or any other eligible "Wide Area Network service." Full payment to CRW for filing Category One applications on behalf of the client is in the amount of $3500 payable within 30 days of The Applicant receiving the invoice for payment from the Agent. Wide Area Network (WAN) design services (creating a detailed Request for Proposal) for WANs (possibly included detailed Fiber routes) are available at $110 per hour, if the Agent is directed to provide those services by the Applicant.

"Category Two Applications" are defined as applications including "Internal Connections and/or "Basic Maintenance of Internal Connections" and/or "Managed Internal Broadband Services." Full payment for Category Two Applications is 3% of the total funded amount featured on the Applicant's "Funding Decision Commitment Letter." The total Category Two Payment for this contract shall not exceed $20,000. Should no funding be awarded for the Category Two Application, the Applicant has no additional payment obligations beyond the Category One payment listed above.

Failure by the Applicant to perform the obligations and responsibilities listed on this form, and the possible loss of funding as a result thereof, does not discharge full payment obligations of the Applicant.

Payment should be mailed to: CRW Consulting, PO Box 701713, Tulsa, OK 74170-1713.

Agreed to this _____ day of _____, 2023

_____	_____
Applicant's Authorized Signature	Agent's Authorized Signature
_____	Chris Webber
Printed Name	Printed Name
_____	Owner, CRW Consulting
Title or Position	Title or Position

Bixby Independent School District 4
Name of School District

THE UNIVERSITY OF TULSA
Department of Education

March 30, 2023

RE: Memorandum of Understanding with The University of Tulsa for Classroom Student Teachers

Attached is the 2023-2024 academic year Memorandum of Understanding with The University of Tulsa for Student Teachers. Please obtain the appropriate Superintendent signature and signature of your Board President.

After signatures are obtained, please keep a copy for your records and select one of the options for returning the MOU to the Department of Education at TU:

Option 1- US mail to:
Dr. Jolly Meadows
Coordinator of Field Services
Department of Education
The University of Tulsa
800 S. Tucker Drive
Tulsa, OK 74104

Option 2- Email to:
jolly-meadows@utulsa.edu
and
katy-gallagher@utulsa.edu

If you have any questions regarding the MOU, please contact Jolly Meadows at 918-631-2752 or by e-mail at jolly-meadows@utulsa.edu .

Thank you for your assistance.

Sincerely,

Jolly Meadows
Phone: 918-631-2752
e-mail: jolly-meadows@utulsa.edu

AGREEMENT
Between

UNIVERSITY OF TULSA
Acting for and on behalf of its
TEACHER EDUCATION PROGRAM

And

BIXBY PUBLIC SCHOOLS

For

TEACHER EDUCATION PROGRAM

THIS AGREEMENT is made and entered into this 1st day of July, 2023, by and between **THE UNIVERSITY OF TULSA, acting on behalf of its Teacher Education Program ("University"), and INDEPENDENT SCHOOL DISTRICT NO 4 OF TULSA COUNTY, OKLAHOMA, a/k/a BIXBY PUBLIC SCHOOLS ("BPS").**

WITNESSETH:

SECTION 1: BPS agrees to provide the authorization, supervision and instruction of student teachers completing their student teaching portion of teacher preparation and to provide pre-student teaching observation and participation activity in the Teacher Education Program.

SECTION 2: BPS agrees to accept for assignment to cooperating teachers in the public schools a certain number of students enrolled in the University's Teacher Education Program. BPS further agrees the cooperating teacher will give direct supervision to the student teacher assigned and will work with a faculty member assigned by the University in directing and evaluating the student teacher experience.

BPS further agrees to provide student teacher supervision, instruction, mentoring or assistance, as needed by various staff members to enhance and develop the student teacher's ability to effectively educate children in an urban educational environment including, but not limited to, identifying, and serving children with disabilities, serving children from diverse socio-economical populations, and serving children with foreign language barriers.

SECTION 3: All arrangements for the placement or removal of student teachers will be coordinated through BPS building administrators and University's Department of Education Coordinator of Field Services. If a student teacher fails to comply with the requirements of this

Agreement or to perform to the satisfaction of BPS, the University will, upon written request by BPS, immediately remove that student teacher from the school.

SECTION 4: The University and its student teachers will comply with all applicable federal and state laws and regulations and will comply with all BPS policies, rules and regulations (available for review at www.bixbyps.org) while on BPS premises or performing services under this Agreement. The University and its student teachers will keep confidential and not disclose to any person or entity any records or other documentation, including progress notes which may constitute student records as defined in the Family Educational Rights and Privacy Act unless such disclosure is authorized under the Act or pursuant to court order.

SECTION 5: To the extent allowed by law, each party shall save and protect the other, and indemnify the other from all legal liability resulting in injury, death, or damages, including costs and attorney fees, caused by or arising out of the indemnifying party's negligent or willful misconduct in the supervision of students pursuant to this agreement or resulting from the negligent or intentional acts or omissions of the parties, its student teachers, officers, agents, employees, or contractors.

SECTION 6: It is not the intention of the parties to form a joint venture or partnership. This Agreement shall not be construed to create an employment or agency relationship between the University and BPS or any of their respective employees, student teachers or agents. BPS and the University shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. The University agrees and affirms that all University employees entering upon BPS property under the provisions of this Agreement are and shall be covered by worker's compensation insurance to the extent required by applicable law and that BPS shall, in no event, be required to provide such coverage for the University's student teachers and employees.

SECTION 7: BPS and the University agree that student safety is a top priority. In an effort to protect the students' safety, the University agrees that it will not place any individual on BPS property, whether as a student teacher, officer, agent, employee, or contractor, if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. The University hereby certifies that none of its student teachers and none of its employees working on BPS property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act. The University shall submit written proof to BPS that all student teachers and faculty supervisors coming on to BPS property have passed background checks. While there is no drug/alcohol screening requirement for the University student teachers and faculty supervisors, they shall be subject to drug/alcohol testing pursuant to the District's policies and regulations regarding such matters as if they are employees of the District (www.bixbyps.org) All University employees and student teachers must have in their possession, at all times, a current photo ID which identifies them as a student teacher or employee of the University and, if required by BPS, a BPS photo ID authorizing access to a specific BPS site. If at any time a student teacher or University employee demonstrates actions which are inappropriate or create a disruption within a school, the principal may require that

such person leave BPS property and not return without specific permission of the principal, and District personnel.

SECTION 8: Neither BPS, nor its employees, shall receive compensation from the University for services performed under this Agreement in support of the University's Teacher Education Program. The University may, however, with BPS's consent, pay a reasonable and customary honorarium to cooperating teachers or, alternatively, may provide cooperating teachers a tuition waiver to enroll in a University course upon completion of their supervision of a student teacher.

SECTION 9: All notices to be made under this Agreement shall be made in writing and delivered by personal delivery by commercial delivery service, or by certified United States mail, return receipt requested, to the following addresses:

If to the University: **The University of Tulsa**
Department of Education
ATTN: Jolly Meadows
Coordinator of Field Services
800 South Tucker Drive
Tulsa, OK 74104
jolly-meadows@utulsa.edu

If to BPS: **Bixby Public Schools BPS**
Attn: Superintendent
109 N. Armstrong
Bixby, OK 74008

With a copy to: **Bixby Public Schools BPS**
Attn:_____
109 N. Armstrong
Bixby, OK 74008

SECTION 10: This Agreement sets forth the entire agreement between the parties as to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

SECTION 11: This Agreement is for a period of one (1) year beginning July 1, 2023, and ending June 30, 2024. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice. Student teachers enrolled in the University's Teacher Education Program and assigned to a BPS site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.

IN WITNESS WHEREOF, the University and BPS have executed this Agreement as of the day and year first written above.

THE UNIVERSITY OF TULSA,
acting for and on behalf of its
TEACHER EDUCATION PROGRAM

By: Kirsten Olds
Name: Kirsten Olds
Title: Interim Dean, Henry Kendall College of Arts & Sciences

By: Elizabeth Smith
Name: Elizabeth Smith
Title: Chair, Department of Education

"UNIVERSITY"

INDEPENDENT SCHOOL DISTRICT NO. 4
OF TULSA COUNTY, OKLAHOMA, A/K/A
BIXBY PUBLIC SCHOOLS

BIXBY PUBLICS BPS BOE

By: _____

Name (print):_____

Title: Bixby Public Schools BOE President

BIXBY PUBLIC SCHOOLS

By: _____

Name (print): _____

Title: Bixby Public Schools Superintendent

"BPS"

Memorandum of Understanding

Bixby Public Schools
and
Oklahoma State University Institute of Technology

Academic Year 2023-2024

In cooperation with Bixby Public Schools (BPS), Oklahoma State University Institute of Technology (OSUIT) is offering high school juniors and seniors, enrolled at BPS and surrounding districts with an accompanied MOU, the opportunity to participate in college courses to earn college credits that may be transferable to public colleges and universities within Oklahoma and simultaneously satisfy high school core requirements. The goal of this project is to support the participation and success of all students eligible to participate in concurrent enrollment as outlined by the Oklahoma State Regents for Higher Education Academic Affairs Policy (3.10 Concurrent Enrollment).

OSUIT Responsibilities

- Meet annually with appropriate BPS administration to review the MOU and addendums
- Provide BPS with admissions qualifications for concurrent students
- Provide a credentialed faculty member to deliver course content

Public School District Responsibilities

- Meet annually with appropriate OSUIT administration to review the MOU and addendums
- Identify and recruit students who express a desire to pursue a college education
- Communicate deadlines for admission, enrollment, and tuition/fees payment to students and families
- Provide dedicated classroom space(s), as appropriate for course delivery
- Provide dedicated time(s) within the BPS school day, as appropriate for course delivery
- Provide BPS students with computers and internet access during the dedicated class period(s)
- Ensure students have access to course materials
- Facilitate communication with OSUIT, students, and families

Official Signatures

We agree to the above responsibilities and indicate by our signatures our commitment to provide quality concurrent enrollment experiences for eligible students.

Ron Miller, Superintendent Bixby Public Schools	Bill Path, President OSU Institute of Technology
Date: _____	Date: _____

Memorandum of Understanding

between

OKLAHOMA STATE UNIVERSITY

OFFICE OF EDUCATOR SUPPORT

and

Bixby Public Schools

for

FIELD CLINICAL EXPERIENCES

This UNDERSTANDING made and entered into this day of August 1, 2023, by and between the Oklahoma State University Office of Educator Support, party of the first part, hereinafter referred to as "OSU OES," and Bixby Public Schools, party of the second part, hereinafter referred to as "BIXBY PUBLIC SCHOOLS." Oklahoma State University students participating in an approved OSU OES field or clinical experience course will be referred to as OSU OES candidates.

SECTION 1 BIXBY PUBLIC SCHOOLS agrees to provide the authorization, supervision, and instruction of OSU OES candidates completing the field and clinical experiences component of the teacher preparation program. This would include activities such as a) observation, b) teacher job-shadowing, c) student teaching, d) advanced certification internships/practicum, and e) other activities as approved by both the OSU OES and BIXBY PUBLIC SCHOOLS. OSU OES requires all candidates to have a cleared Oklahoma State Bureau of Investigation (OSBI) name check prior to being placed in any field experience or clinical practice. OSU OES will not place a candidate without a clear OSBI check, but the completion of a cleared OSBI name check will not necessarily require BIXBY PUBLIC SCHOOLS to accept that OSU OES candidate in a field or clinical experience. All placements should be mutually acceptable to both parties and either party may withdraw a candidate from the program if they believe it is not in the best interest of the candidate, faculty member, or the program to continue. Procedures for problem solving are detailed in the Handbook for Cooperating Teachers, Supervisors, and Principals. The OSU OES will provide the appropriate forms, collect the fees, and provide the information to BIXBY PUBLIC SCHOOLS. The completed OSBI report will be valid for up to four (4) years while the candidate is enrolled at OSU.

SECTION 2 BIXBY PUBLIC SCHOOLS agrees to accept OSU OES candidates for assignment in the public schools with cooperating teachers, administrators, and other related teaching personnel. BIXBY PUBLIC SCHOOLS further agrees the cooperating certified staff will give direct supervision to the OSU OES candidates assigned and will work with a faculty member assigned by the OSU OES in directing and evaluating the field or clinical experience.

SECTION 3 The OSU OES agrees to award *Certificates of Professional Development* (CPD) for BIXBY PUBLIC SCHOOLS certified staff who supervise OSU OES candidates. Each cooperating certified staff member who singly supervises a student teacher for 12 weeks will receive a three hour CPD. For each 360 hours of clinical observations, a one hour CPD will be awarded to BIXBY PUBLIC SCHOOLS. This certificate provides a tuition waiver for the continuing professional development of certified staff member. Cooperating teachers must complete an online evaluation of candidate performance prior to the last day of the semester serving as a cooperating teacher; failure to do so will result in no CPD being issued for that cooperating teacher. The cooperating certified staff member of record can transfer the certificate to another BIXBY PUBLIC SCHOOLS certified, contracted staff member with the approval of the superintendent.

SECTION 8 UNDERSTANDING begins August 1, 2023, and may be renewed by memorandum of understanding between the two parties.

By: _____

Dr. Shelbie Witte
Senior Director, Office of Educator Support
College of Education and Human Sciences
Oklahoma State University
Date: 05-05-2023

By: _____

Bixby Public Schools
Date: _____

UNIVERSITY OF OKLAHOMA

FIELD EXPERIENCE / PRACTICUM / INTERNSHIP

MEMORANDUM OF UNDERSTANDING

On this _5th __ day of __August 2023__, the Board of Regents of the University of Oklahoma, for and on behalf of the Jeannine Rainbolt College of Education ("the University") and Bixby Public Schools (" Facility"), agree that Students enrolled at the University may engage in a Field Experience, Practicum, Internship or similar arrangement ("Practicum") at the Facility, according to the following conditions:

A. The University and the Facility jointly agree:

1. This Practicum Memorandum of Understanding (the "Agreement") shall be effective beginning August 5th, 2023 and ending August 5th, 2024. Either party may terminate this Agreement by giving the other advance written notice of termination of not less than thirty (30) days. The Agreement may be terminated at any time by mutual consent. If this Agreement is terminated during a Practicum, however, the parties agree to allow current Students to complete the Practicum.

2. Access to Student records shall be governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, commonly known as "FERPA," and all other applicable laws.

3. As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.) are incorporated into this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, sex, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. §4212.

4. This agreement entails no compensation or payment between the parties.

5. The parties, their students and employees, shall have the right to publish scholarly articles and papers arising out of the Practicum; provided however, each party and their students and employees shall submit said articles and papers to the other party not less than sixty (60) days prior to publication for the purposes of identifying inaccurate, improper and/or proprietary/confidential information contained therein.

6. When circumstances indicate that a Student must be immediately withdrawn from the Practicum, the Facility shall promptly inform the University, and the University shall withdraw the Student.

7. The parties agree not to use each other's names or logos in any publications or advertising without prior written approval from the other party.

B. Responsibilities of the University:

1. The University shall designate one or more members of its faculty ("Faculty Liaison") to coordinate all aspects of the Practicum with the Facility and assist in developing Student assignments, training activities and Student evaluations.

2. The University shall require each participating Student to complete, sign and return Attachment A, "Student Acknowledgement and Release."

C. Responsibilities of the Facility:

1. The Facility is responsible for the actual supervision and control of the Student's activities within the Facility. The Facility will designate one or more staff persons ("Instructor(s)") with appropriate qualifications to instruct and supervise the Student. The Student is not responsible for supervising any minors, the Facility is responsible for the actual supervision of any minors from the Facility.

2. The Facility will provide the Student with appropriate training and resources to foster the Student's learning experience.

3. The Instructor will be responsible for prompt submission of reports that adequately describe the Student's progress, if the University requires.

4. The Facility will communicate immediately with the Faculty Liaison any concern regarding the Student's performance or progress.

5. The Facility will agree to arrange Student schedules that minimize conflict between their schedules and those of the University and the Student.

6. Upon reasonable request, the Facility agrees to permit the University or its accreditation agencies to inspect the areas of the Facility relevant to the Practicum.

7. The Facility agrees to provide each Student in the Facility with the relevant policies, rules, regulations, and expectations with which the Student is required to comply.

8. Students admitted into University's Jeannine Rainbolt College of Education after August 1, 2013, have submitted to a background check as a condition of their

admission into the College. University will check applicant histories for: conviction of a felony, any crime involving moral turpitude or a felony violation of the narcotic laws of the United States or the State of Oklahoma, provided the conviction was entered within the preceding ten-year period. Facility will obtain and pay all costs of background checks that may be required for a student admitted to University's Jeannine Rainbolt College of Education prior to August 1, 2013, or may be otherwise required by Facility. Facility may check with University to determine any student's date of admission into the Jeannine Rainbolt College of Education..

D. Responsibilities of the Student:

See Attachment A that the Student and one witness shall sign and date.

AGREED:

_____ _____

Dean/Director/Chair with Signature Authority Date

_____ _____

Facility Representative with Signature Authority Date

APPROVED:

_____

Dean, College of Education Date

ACKNOWLEDGED:

_____ _____

Faculty Liaison , University of Oklahoma Date

AGREEMENT
Between
NORTHEASTERN STATE UNIVERSITY
Acting for and on behalf of its
TEACHER EDUCATION PROGRAM
And
BIXBY PUBLIC SCHOOLS
For
TEACHER EDUCATION PROGRAM

THIS AGREEMENT is made and entered into this 22nd day of March 2023, by and between the NORTHEASTERN STATE UNIVERSITY, acting for and on behalf of its Teacher Education Program ("University"), and Bixby Public Schools of TULSA COUNTY, OKLAHOMA ("SCHOOL").

WITNESSET H:

SECTION 1: "SCHOOL" agrees to provide the authorization, supervision and instruction of student teachers completing their student teaching portion of teacher preparation and to provide pre-student teaching observation and participation activity in the Teacher Education Program.

SECTION 2: "SCHOOL" agrees to accept for assignment to cooperating teachers in the public schools a certain number of students enrolled in the University's Teacher Education Program. "SCHOOL" further agrees the cooperating teacher will give direct supervision to the student teacher assigned and will work with a faculty member assigned by the University in directing and evaluating the student teacher experience. "SCHOOL" further agrees to provide student teacher supervision, instruction, mentoring or assistance, as needed by various staff members to enhance and develop the student teacher's ability to effectively educate children in an urban educational environment including, but not limited to, identifying and serving children with disabilities, serving children from diverse socio-economical populations, and serving children with foreign language barriers.

SECTION 3: All arrangements for the placement or removal of student teachers will be coordinated through "SCHOOL" building administrators and University College of Education Director of Clinical Education. If a student teacher fails to comply with the requirements of this Agreement or to perform to "SCHOOL"'s satisfaction, the University will be contacted and so informed. If such issues are not resolved to "SCHOOL"'s satisfaction, the University will, upon written or verbal request by "SCHOOL" building administrator, immediately remove that student teacher from the school.

SECTION 4: The University and its student teachers will comply with all applicable federal and state laws and regulations and will comply with all "SCHOOL" policies, rules and regulations while on "SCHOOL" premises or performing services under this Agreement. The University and its student teachers will keep confidential and not disclose to any person or entity any records or other documentation, including progress notes which may constitute student records as defined in the Family Educational Rights and Privacy Act unless such disclosure is authorized under the Act or pursuant to court order.

SECTION 5: To the extent allowed by Oklahoma law, the University agrees to indemnify, defend and hold "SCHOOL" and its officers, administrators, board members and employees harmless from and against any and all claims, liability, loss or expense, including reasonable attorneys' fees, for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the University, its student teachers, officers, agents, employees or contractors.

SECTION 6: It is not the intention of the parties to form a joint venture or partnership. This Agreement shall not be construed to create an employment or agency relationship between the University and "SCHOOL" or any of their respective employees, student teachers or agents. "SCHOOL" and the University shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. The University agrees and affirms that all University employees entering upon "SCHOOL" property under the provisions of this Agreement are and shall be covered by worker's compensation insurance to the extent required by applicable law and that "SCHOOL" shall, in no event, be required to provide such coverage for the University's student teachers and employees.

SECTION 7: "SCHOOL" and the University agree that student safety is a top priority. In an effort to protect the students' safety, the University agrees that it will not place any individual on "SCHOOL" property, whether as a student teacher, officer, agent, employee or contractor if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. The University hereby certifies that none of its student teachers and none of its employees working on "SCHOOL" property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act. The University shall submit written proof to "SCHOOL" that all student teachers and faculty supervisors coming on to "SCHOOL" property have passed background checks prior to their entering on "SCHOOL" property. All University employees and student teachers must have in their possession, at all times, a current photo ID which identifies them as a student teacher or employee of the University and, if required by "SCHOOL", a "SCHOOL" photo ID authorizing access to a specific "SCHOOL" site. If at any time a student teacher or University employee demonstrates actions which are inappropriate or create a disruption within a school, the building administrator may require that such person leave "SCHOOL" property and not return without specific permission of the building administrator, "SCHOOL", and University Director of Clinical Education.

SECTION 8: Neither "SCHOOL", nor its employees, shall receive compensation from the University for services performed under this Agreement in support of the University's Teacher Education Program. The University may, however, with "SCHOOL"'s consent, pay a reasonable and customary honorarium to cooperating teachers or, alternatively, may provide cooperating teachers a tuition waiver to enroll in a University course upon completion of their supervision of a student teacher.

SECTION 9: All notices to be made under this Agreement shall be made in writing and delivered by personal delivery by commercial delivery service, or by certified United States mail, return receipt requested, to the following addresses:

If to the University: Dr. Steve Turner
Northeastern State University
600 N. Grand Ave.
Tahlequah, OK 74464

If to "SCHOOL": BIXBY PUBLIC SCHOOLS
109 N. Armstrong
Bixby, OK 74008

With a copy to: Mr. Rob Miller
Superintendent
Bixby Public Schools
109 N. Armstrong
Bixby, OK 74008

SECTION 10: This Agreement sets forth the entire agreement between the parties as to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

SECTION 11: This Agreement is for a period of one (1) year beginning May 31, 2023 and ending May 31, 2024 Either party may terminate this Agreement, without cause, upon sixty (60) days' written notice. Student teachers enrolled in the University's Teacher Education Program and assigned to a "SCHOOL" site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.

IN WITNESS WHEREOF, the University and "SCHOOL" have executed this Agreement as of the day and year first written above.

NORTHEASTERN STATE UNIVERSITY,
TEACHER EDUCATION PROGRAM

By: _____ 3/29/23
Name: Steve Turner, PhD
Title: President

BIXBY PUBLIC SCHOOLS,
BIXBY, OK

By: _____
Name: _____
Title: _____

UNIVERSITY OF CENTRAL OKLAHOMA TEACHER EDUCATION PROGRAM
PARTNER SCHOOL AGREEMENT

I. This Partner School Agreement is made between the University of Central Oklahoma and _____ (the "Partner School").

II. It is the desire of the University to utilize resources of the Partner School for teacher candidates enrolled in education courses involving clinical experiences and/or student teaching, and the Partner School has such facilities and is willing to cooperate with the University in making them available for educational purposes.

A. **The University and the Partner School jointly agree:**

1. The Partner School and the University agree to cooperate in the placement of teacher candidates. The Partner School has no obligation to work with teacher candidates who are initially considered to be, or are later found to be, unsuited to the Partner School clinical experience and/or student teaching assignment.
2. Access to teacher candidate records shall be governed by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.,
3. No party to this agreement shall, in connection with any aspect of its performance, discriminate against any person because of perceived or actual race, creed, color, gender, age, religion, disability, veteran's status, sexual orientation, or national or ethnic origin.
4. It is mutually agreed that neither party has any financial obligation to compensate the other for performance under this Agreement. Compensation cannot be provided to teacher candidates for clinical experience and/or the student teaching assignment. Student teachers **may not** be utilized as substitute teachers during their assignment.
5. The University and the Partner School agree to prohibit teacher candidates, faculty, or staff from publishing any confidential materials of the Partner School as a direct result of the clinical experience and/or student teaching experience in the Partner School, unless such publication is approved for release, in writing, by the Partner School and the University.
6. The University and the Partner School agree to apply/utilize the strategies identified in Attachment 1 to co-teaching experiences provided under this agreement.

B. **Responsibility of the University:**

1. The University will designate a University liaison to work with the Partner School or district who will coordinate the placement of teacher candidates.
2. The University will communicate with the Partner School, prior to the placement of teacher candidates, to review the purpose, provisions, and responsibilities involved in the clinical experience and/or student teaching assignments.
3. The University's Teacher Education Services Office will provide the assignments, training activities, and assessment tools for teacher candidates. Successful completion of these items is necessary for teacher certification.

4. The University is responsible for monitoring the learning experiences of the teacher candidate. Each student teacher will be assigned a university supervisor to provide support and facilitate communications between the Partner School and the University. Each student teacher will be assigned a supervisor to observe and evaluate performance.
5. When circumstances beyond the control of the University or Partner School indicate the teacher candidate must be withdrawn, or if the Partner School is unable to meet the conditions of the agreement, the University has the responsibility to withdraw the teacher candidate from the Partner School. This action would be taken only in consultation with the Coordinator of Clinical Experiences and the Director of Educator Preparation.

6. The University agrees not to use the Partner School's name in any publications or advertising, except in University catalogues, bulletins, University accreditation reports and teacher candidate recruitment materials without prior written Partner School approval.

7. The following clauses are applicable to this agreement:
   A. The University will provide each clinical experience and/or student teaching candidate in the Partner School with the current University policies, guidelines, and required practices.

   B. The University will provide the Partner School with current information on dates of clinical experience and/or student teaching assignments and the nature of the educational assignment necessary for each teacher candidate.

   C. The University will provide training for Partner School administrators and mentor teachers ("co-teachers") of clinical experience and/or student teaching candidates. These programs are planned to promote understanding of the curriculum of the university, to encourage communication and interaction, and to develop competence in clinical practice and/or student teaching. Training sessions will be delivered at the Partner School by the University lead supervisor and/or through digital or online tutorials.

   D. The University will permit its faculty to participate as resource persons at Partner School activities on invitation from the Partner School and with the approval of the University.
8. The University shall ensure that each teacher candidate has passed a current criminal background check and sex offender registry as conducted by the vendor Trak-1, prior to the teacher candidate's clinical experience.

C. **Responsibilities of the Partner School**

1. The Partner School will allow the University to use its facilities for a clinical experience and/or student teaching assignment for teacher candidates enrolled at the University.
2. The Partner School will be responsible for the supervision of the teacher candidate's activities within the Partner School. The Partner School will collaborate with the University in determining a mentor teacher ("co-teacher") with a minimum of three years teaching experience in the teacher candidates' certification area to instruct and to supervise the teacher candidate. Student teachers will only be placed with Partner School mentors who have completed the University's co-teaching training (available in person and/or online) and who have demonstrated willingness and success collaborating with colleagues.
3. The Partner School will provide adequate work resources that enable the teacher candidate to function effectively. The Partner School is responsible for providing adequate provision for safeguarding confidential materials.
4. The Partner School will provide teacher candidates an initial orientation to the Partner School and appropriate learning experiences.

5. The Partner School will be responsible for prompt submission of reports that adequately describe the teacher candidate's performance, as required by the University.
6. The Partner School will communicate immediately with the supervisor, Coordinator of Clinical Experiences and/or the Director of Educator Preparation any concern regarding a teacher candidate's performance.
7. The Partner School will consult with the Coordinator of Clinical Experiences and/or the Director of Educator Preparation if specific circumstances arise that require the Partner School to ask that the teacher candidate be withdrawn from the clinical experience and/or student teaching assignment during the school year.
8. The Partner School will agree to arrange teacher candidate schedules that will not conflict with course responsibilities of the University.
9. The Partner School agrees to permit, upon reasonable request, the visitation of Partner School facilities by the University and by those agencies charged with the accreditation of the University.
10. The Partner School agrees to provide each teacher candidate in the Partner School all Partner School policies, rules, regulations, and expectations that are pertinent to the teacher candidate's role in the assignment.
11. The Partner School will provide adequate time for the clinical experience and/or student teaching mentor teacher ("co- teacher") to hold individual conferences with the teacher candidate as needed.
12. The Partner School will provide time for the clinical experience and/or student teaching mentor teacher ("co-teacher") to attend meetings mutually agreed upon between the Partner School and the University.

The Partnership Agreement includes expectations and responsibilities as identified throughout this document.

APPROVED:

_____

Provost and VP for Academic Affairs, University of Central Oklahoma Date

_____

Signature of School Administrator Email Date

Printed Name:_____ Title:_____

Note: This should be signed by the individual who, as chief administrative officer of the Facility/Organization can legally bind the institution in this Agreement. Please use the correct title (i.e., administrator, president, vice president, etc.), which may vary with each facility.

Attachment 1

Quality clinical experiences in P12 schools are influential on whether education majors finish their degree, complete teacher certification requirements, and stay in the profession. UCO is committed to collaborating with schools to ensure high quality placements for every teacher candidate. Our accreditors define "high quality" placements through several conditions:

- mentors (co-teachers) must be certified in the area in which they teach,
- mentors (co-teachers) must have at least 3 years of successful teaching experience,
- mentors (co-teachers) must demonstrate positive professional dispositions, **and**
- mentors (co-teachers) must not only be strong teachers but also strong mentors as demonstrated by their ability to work productively and collaboratively with colleagues.

Strong mentors dedicate time to making their classroom management strategies, instructional approaches (including planning, delivery and assessment) and other professional decisions explicit. These mentors must also provide accurate and ongoing feedback aimed at advancing the candidates' skill sets. In an effort to share similar expectations regarding teacher candidates' roles, responsibilities and training experiences, UCO has adopted a set of co-teaching strategies from St. Cloud University (MN), provided in this attachment, to guide clinical experiences. Descriptions of the different levels of clinical experience follow.

Level I: Clinical Experience 1 (CE1)

I. Purpose

The purpose of the first clinical experience is to provide teacher candidates the opportunity to identify the knowledge, skills and dispositions involved in helping all students learn. This clinical experience is intended to help teacher candidates make informed decisions concerning the pursuit of a career in public education.

II. Demand on Resources

The Level I clinical experience is the least intrusive as teacher candidates primarily complete targeted observations and interact with students in ways that assist the mentor (co-teacher). Appropriate co-teaching strategies include, but do not have to be limited to, the following: One Teach, One Observe & One Teach, One Assist.

III. Clinical Hours Required 15

IV. Expectations of Partner School

In order to be a Level 1 partner school, Teacher Candidates should be given the opportunity to:

- experience actual classroom settings in their discipline;
- observe and assist a willing mentor teacher (co-teacher) who is an effective classroom manager and instructor and who will look for opportunities to implement co-teaching strategies 1 & 2;
- understand school policies and expectations such as working hours, records and reports, lesson planning and other responsibilities;
- observe student and teacher behaviors in a targeted manner (e.g., identifying questioning techniques used by the teacher, monitoring student engagement/responses during instruction, identifying effective classroom management approaches, etc.;
- interact with students to practice minimally intrusive classroom management strategies; and
- assist the mentor teacher with instructional tasks.

Level II: Pre-Internship (CE2)

I. Purpose

The purpose of the Pre-Internship is to provide teacher candidates targeted practice using theoretical and evidence-based approaches as identified on UCO's Clinical Experience Performance Rubric (CEPR) in diverse educational settings. This clinical experience is intended to give the teacher candidates some experience managing the classroom and engaging in instructional activities. We expect some of the targeted practice to include working with instructional and teacher-related (e.g., attendance, grading, management) technologies and interacting with emergent bilingual/language learning and special education (to include gifted) students. The Pre-Internship is to be completed the semester (spring) prior to student teaching (fall) so that candidate and mentor teacher (co-teacher) can develop a healthy working relationship and the teacher candidate can acclimate to the school. Our expectation is that during student teaching the teacher candidate is equipped and ready to participate in all professional responsibilities.

II. Demand on Resources

CE2 requires that teacher candidates engage more prominently in classrooms than during CE1. Through mentor teacher (co-teacher) guidance, the candidates will implement targeted strategies designed to advance learners' knowledge, strategies, and abilities in the content area. The emphasis during CE2 should be on the following co-teaching strategies: One Teach, One Assist; Station Teaching; Parallel Teaching; Supplemental Teaching; or Alternative (Differentiated) Teaching.

III. Clinical Hours

45 (Some programs are required to split these hours between two placements.)

IV. Expectations of Partner School

In addition to the expectations listed for the Level I school partnership, the Level II partner should provide teacher candidates the opportunity to:

- observe expertise in dedicated targeted areas including with emergent bilinguals and special education students;
- assist the mentor teacher with instructional tasks;
- understand and implement a variety of the 7 Co-Teaching strategies when appropriate; **and**
- interact with students in small groups to practice classroom management and targeted instructional strategies.

Level III: Student Teaching Internship (CE3)

I. Purpose

The purpose of student teaching is for teacher candidates to demonstrate and advance their knowledge, skills and dispositions related to teaching and learning in a P12 setting. This internship requires student teachers to be reflective, responsive and resourceful when planning, designing, and facilitating instruction and when assessing and reassessing student learning and classroom management approaches.

II. Demand on Resources

CE3 requires that student teachers complete their internship with a mentor teacher (co-teacher) who will work collaboratively utilize some, if not all, of the 7 Co-Teaching strategies. The co-teacher should need only to relinquish the class to the student teacher fully during his/her Unit of Instruction and should otherwise be engaged to some degree in sharing the instruction. The co-teacher must be

willing to discuss, plan, assess and reflect upon the teaching and learning in close collaboration with the student teacher. Research has demonstrated powerful benefits for students (including learning gains) and teacher colleagues when the co-teaching strategies adopted by UCO have been employed.

III. Clinical Hours Required

16 weeks, all day during regular contract hours, based on the P12 district's schedule

Early Release Agreement

With the teacher shortage in Oklahoma we are finding many schools are requesting to hire our student teachers for long-term substitute positions and/or full-time faculty positions. UCO will allow soon-to-be graduates to accept a paid full-time position after their twelfth week of unpaid student teaching (as per Oklahoma law) as long as the following protocol and **all** requirements are met:

- The hiring school must hire the teacher candidate for a long-term substitute position and/or full time faculty position in their field of certification.
- The school must provide a supportive mentor teacher and administrator to the teacher candidate.
- Our University supervisor will still complete remaining visits to assess the teacher candidate.
- The school where the teacher candidate was student teaching must be informed of the early release.
- The teacher candidate must be "graduation ready" regarding completed coursework and key assessments, positive indicators of student teaching performance, and passing scores on the appropriate Oklahoma Subject Area Test (OSAT) and the Oklahoma Professional Teaching Exam (OPTE) or Praxis Performance Assessment of Teaching (PPAT) required for certification. Additionally, Modern Languages majors must have a passing score on the Oral Proficiency Interview (OPI), and Special Education majors must have a passing score on the Oklahoma Reading Test (ORT).
- The University must receive a recommendation from the teacher candidate's University supervisor for early release.
- The teacher candidate will not officially be released until the University gives him/her final permission. (This process can take a couple of weeks.)
- The teacher candidate must continue to adhere to the UCO absence policy.
- The teacher candidate must attend required days here at UCO.
- Split block teacher candidates must complete at least six weeks in each block (Secondary and Elementary).

A teacher candidate hired through this protocol is paid by the hiring district as a substitute until after graduation and certification is received. At that time, the candidate is officially hired as a full-time faculty member. However, the teacher candidate is placed in his/her full-time teaching role and assumes all responsibilities immediately upon early release employment. The early release allows the hiring school to provide a trained teacher in the classroom to establish stability and a strong learning environment for P12 learners sooner rather than later.

IV. Expectations of Partner School

Level III partner schools must also be a Level I and II partner. In addition to the expectations for schools listed on Levels I and II, the school site must place teacher candidates with a strong mentor (co-teacher):

- through joint agreement between the school administrator and UCO personnel;
- who meets all required mentor criteria on page 4;
- who will work collaboratively with the teacher candidate and the university;
- who has completed UCO's Co-Teacher/Mentor Training, face-to-face or online;
- who has a history/ability of providing ongoing performance feedback to student teachers, including completing survey assessments needed by the university for program data and

accreditation;

- who will commit time to co-planning;
- who will meet with University supervisors to document student teaching performance; **and**
- who will allow the teacher candidate to lead a Unit of Instruction during a period of solo teaching.

Alternative Pathway Clinical Experiences

UCO's M.Ed. in Secondary Education program (and courses from other areas) provide training and support to candidates for alternative certification through the Oklahoma State Department of Education. As part of their coursework with us, they must complete time observing and assisting a strong mentor teacher who meets the criteria previously described on page 4. All observations will target particular instructional and classroom management processes, and interactions with students while assisting the mentor will allow candidates to practice behaviors that encourage professional relationships and student learning. Like our other teacher candidates, those completing the alternative path experiences will have cleared a national background check and will have signed UCO's Code of Ethics prior to attending. The mentor teacher would need to allow the following for these candidates:

	Alternative Certification Candidates will…
Managing Secondary Classrooms	observe, assist the teacher and/or students, and as possible, lead a small group or class activity. (10 hours)
Meeting Secondary Students' Needs	observe and consider physical, cognitive, and social-emotional development in relation to school climate, classroom climate and instructional strategies. (10 hours)
Advanced Educational Psychology	observe and analyze the learning environment in their teaching specialty in a secondary school. Students will conduct a needs assessment for the reference classroom. (10 hours)

Appendix: Co-Teaching Strategies & Examples

Strategy	Definition/Example
One Teach, One Observe	One teacher has primary responsibility while the other gathers specific observational information on students or the (instructing) teacher. The key to this strategy is to focus the observation – where the teacher doing the observation is observing specific behaviors. **Example:** One teacher can observe students for their understanding of directions while the other leads.
One Teach, One Assist	An extension of One Teach, One Observe. One teacher has primary instructional responsibility while the other assists students with their work, monitors behaviors, or corrects assignments. ***Example:*** While one teacher has the instructional lead, the person assisting can be the "voice" for the students when they do not understand or are having difficulties.
Station Teaching	The co-teaching pair divides the instructional content into parts – Each teacher instructs one of the groups, groups then rotate or spend a designated amount of time at each station – often an independent station will be used along with the teacher led stations. ***Example:*** One teacher might lead a station where the students play a money math game and the other teacher could have a mock store where the students purchase items and make change.
Parallel Teaching	Each teacher instructs half the students. The two teachers are addressing the same instructional material and presenting the material using the same teaching strategy. The greatest benefit to this approach is the reduction of student to teacher ratio. ***Example***: Both teachers are leading a question and answer discussion on specific current events and the impact they have on our economy.

Supplemental Teaching	This strategy allows one teacher to work with students at their expected grade level, while the other teacher works with those students who need the information and/or materials retaught, extended or remediated. ***Example:*** One teacher may work with students who need reteaching of a concept while the other teacher works with the rest of the students on enrichment.
Alternative (Differentiated)	Alternative teaching strategies provide two different approaches to teaching the same information. The learning outcome is the same for all students however the avenue for getting there is different. ***Example:*** One instructor may lead a group in predicting prior to reading by looking at the cover of the book and the illustrations, etc. The other instructor accomplishes the same outcome but with his/her group, the students predict by connecting the items pulled out of the bag with the story.
Team Teaching	Well planned, team-taught lessons exhibit an invisible flow of instruction with no prescribed division of authority. Using a team teaching strategy, both teachers are actively involved in the lesson. From a students' perspective, there is no clearly defined leader – as both teachers share the instruction, are free to interject information, and available to assist students and answer questions. ***Example:*** Both instructors can share the reading of a story or text so that the students are hearing two voices.

The strategies are not hierarchical. They can be used in any order and/or combined to best meet the needs of the students in the classroom.

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Copyright 2012. ***The Academy for Co-Teaching and Collaboration*** at St. Cloud State University.
Original Research Funded by a US Department of Education, Teacher Quality Enhancement Partnership Grant.

Student Teaching Affiliation Agreement
Between GCU and Bixby Public Schools

1. **PARTIES:** This Agreement is entered into on this May 9, 2023 day by and between Grand Canyon University (GCU) and Bixby Public Schools located at 109 N. Armstrong Bixby, OK 74008. Hereafter referred to as the "District".
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.
3. **TERM:** The term of this Agreement begins May 9, 2023 and ends May 9, 2024.
4. **COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a $500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
6. **CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
7. **INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
8. **ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
9. **NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:

Grand Canyon University
Dr. Meredith Critchfield
Dean, College of Education
Grand Canyon University
3300 W. Camelback Road
Phoenix, Arizona 85017

Bixby Public Schools
109 N. Armstrong
Bixby, OK 74008

10. **MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
11. **TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement
12. **PARTNERSHIP/JOINT VENTURE/EMPLOYEMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).
14. **RESPONSIBILITIES OF GCU:**
    A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.
    B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
    C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
    D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
        i. Commercial General Liability (Minimum Requirements):
        Limits of Liability:
        $1,000,000 Combined Single Limit
        $2,000,000 General Aggregate
        $1,000,000 Products Aggregate
        $1,000,000 Personal Injury
        $5,000 Medical Payments
        Coverage:
        Premises/Operation Liability
        Medical Payments Liability
        Contractual Liability
        Personal Injury Liability
        Independent Contractors
        ii. Professional Liability, as related to Educational Services
        Limits of Liability:
        $1,000,000 each wrongful act
        $1,000,000 aggregate
        iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: _____
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: May 9, 2023

Bixby Public Schools

By: _____
Signature

Name: _____

Title: _____

Date:

Contract for Educational Services
Tulsa Tech Career Academy Program (TTCA)
(A Dropout Recovery / Dropout Prevention Program)
or
Tulsa Tech Aerospace Academy Program (TTAA)
FY2023-2024

I. **The Parties:** This document constitutes an agreement between Tulsa County Technology Center School District No. 18 of Tulsa County d/b/a Tulsa Technology Center (Tulsa Tech) and Independent School District of Tulsa County d/b/a Bixby Public Schools (School District).

II. **Program Mission/Goals:** The goal of the Tulsa Tech Career Academy Program (TTCA) and the Tulsa Tech Aerospace Academy Program is to prepare students for the world of work by providing an opportunity to earn a high school diploma and obtain occupational training and employability skills. This is accomplished through a cooperative agreement with School District.

III. **Tulsa Tech's Obligations:**

a. Provide quality educational/occupational services to eligible students as space is available (primarily at the Peoria Tulsa Tech Campus or the Riverside Campus – dependent upon the program), that meet the requirements of the Oklahoma State Department of Education (OSDE). Only students who qualify for ADM reimbursement are eligible to be enrolled in a Program.

b. Work with School District to identify and recommend students for enrollment who desire to earn both high school credits and complete a career major(s). Reports and updates for any student enrolled by Tulsa Tech will be given to the School District's designee, and the TTCA Advisory Committee for the Career Academy or the Aerospace Advisory Committee for the TTAA Program.

c. Administer an assessment to all students consisting of basic academic skills and career interest as part of the enrollment process.

d. Meet on a regular basis with selected School District personnel for coordination and information purposes.

e. Provide instructional services in alignment with the Tulsa Tech school calendar.

f. Provide individualized career plans (ICP) for each student, as developed with designated School District liaison, based on the credits each student needs to graduate.

g. Provide transportation for those students who meet Tulsa Tech's guidelines for transportation services.

h. Furnish required Program material and supplies.

i. Provide Certification of Completion for successful completion of a career major.

j. Schedule end of Instruction (EOI) testing to be provided by School District personnel for students as required in cooperation with School District's Student Services Department.

k. Promptly advise School District of students who may have out-of-date or expired IEP's or who may need evaluation for possible special education services.

l. Provide students with the opportunity to meet the graduation requirements for high school completion as established by the OSDE.

m. Maintain, to the extent possible, a maximum student to teacher ratio of 1 to 15 in the academic classes.

n. Report attendance electronically to School District on a monthly basis.

o. Submit completion of coursework and grades electronically on a quarterly basis to District for recording on the student's transcript/permanent record.

p. Provide lunches for eligible students in a manner and pursuant to arrangements determined by Tulsa Tech.

IV. **School District's Obligations:**

a. School District shall pay Tulsa Tech $1,750.00 per student accepted for the TTAA or TTCA Program. School District will make an annual payment to Tulsa Tech based on student count as of October 1 with payment due by October 31 of each year.

b. School District shall provide a change of placement for all IEP students prior to the first day of class who are enrolled in the TTCA or TTAA Program or as soon after the first day of class as is reasonably possible. Students will not enter class until a change of placement in accordance with applicable law has been made. Neither Program is intended for students with severe/profound disabilities (and their inclusion would materially alter the fundamental nature of the programs) or violent offenders as defined by the Oklahoma Judicial System; consequently, those students are not eligible for these programs.

c. School District shall be responsible for IEP related activities including, but not limited to, identification, evaluation, re-evaluation, meetings, and notifications for students on an IEP or who should be considered for an IEP.

d. School District shall provide a single point of contact staff member to work with the TTCA or TTAA or program coordinator and case manager to ensure accuracy of student records in relation to review of enrollment, graduation check and other assistance.

e. School District will issue diploma and complete transcript for student upon completion of requirements for graduation.

f. School District will permit students who meet graduation requirements to participate in graduation ceremonies provided for other School District students.

g. School District shall provide information for state and federal reporting at time of enrollment and otherwise as needed.

V. **Program Staffing:** All staff, including the teachers, will be employees of Tulsa Tech. Program staff includes certified academic teachers, Program coordinator, certified school counselor, certified school administrator, and essential support staff.

VI. **Project Evaluation:** Tulsa Tech will evaluate the success of the Program using the following methods:

a. Faculty and staff evaluations for the TTCA Program shall use TTCA and OKCTE Dropout Recovery Program Evaluation and Peer Review Individual Performance Plan; evaluation for the TTAA Program shall rely on faculty and staff evaluation using Tulsa Tech's program evaluation tools.

b. Data analysis of program participants (as appropriate to the respective program) including:
   i. Number applying
   ii. Number accepted
   iii. Number of credits issued while in Program
   iv. Increase in attendance rate
   v. Increase in GPA levels
   vi. Number of EOI exams passed
   vii. Number of graduates
   viii. Number of students that matriculated to next grade level

c. Results of Parent and Student Satisfaction Surveys

VII. **Student Behavior - Attendance Expectations:**

a. Students are expected to earn an appropriate number of credits in a school year.

b. Students are expected to follow all of Tulsa Tech's student policies and procedures, including but not limited to its policies concerning behavior and conduct and disciplinary consequences for misconduct.

c. Students who do not meet the requirements in VII. (a) and VII. (b) may be removed and dropped from TTCA or TTAA and referred back to School District, subject to appeal procedures available to other Tulsa Tech students.

VIII. **Target Population:**

a. For TTCA – Students who have dropped out of school or are at high risk for dropping out of school. The at-risk group may include students who:
   i. Have shown issues of truancy/chronic absences
   ii. Are older than their grade-level peers and often have low reading levels and/or multiple grade retention

iii. Are behind in academic credits and are in need of academic remediation
iv. Have social and manageable emotional problems that create academic barriers
v. Are prematurely transitioning to adulthood either because they are pregnant or parenting or have other situations that do not allow them to attend school regularly
vi. Are substantially behind educationally, are older and are returning to obtain the credits they need to transition into community colleges or other post- secondary programs
vii. Need more individualization
viii. Are seeking an innovative or challenging curriculum with a work preparation component

b. For TTAA – the Aerospace Academy is intended to serve students demonstrating a keen interest in aerospace and technology-related career paths. This group may include students who:
i. Need more individualization
ii. Are seeking an innovative or challenging curriculum with a work skill preparation component
iii. Are behind in academic credits and are in need of academic remediation
iv. Are substantially behind educationally, or are returning to obtain the credits they need to transition into community colleges or other post-secondary programs

IX. **Period of Agreement and Modification/Termination:** This Agreement will become effective when signed by all parties. The Agreement will terminate on June 30, 2024, but may be renewed, amended or terminated at any time by mutual agreement of the parties. A party may unilaterally terminate this Contract by giving the other party a minimum of thirty (30) days' notice by regular and certified mail to the Superintendent of Schools. If either party exercises the option to terminate the Program, it must fulfill all education and/or monetary or other obligations to the end of the school fiscal year for which this agreement is made.

X. **No Indemnification and Liability:** By executing this Contract Tulsa Tech and School District agree to work together to deliver services for eligible identified students. However, they are not "partners" to the extent that term encompasses joint and several liability. Each is responsible for its own employees, representatives, agents, subcontractors, and obligations arising from this Contract; each is responsible for its own defense and any resulting liability, in the event of claims.

XI. **Governing Law:** This Contract has been made in the State of Oklahoma and shall be governed by the laws of Oklahoma.

XII. **Severability:** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision.

XIII. **No assignment:** Neither party may assign its rights or delegate its duties under this Contract without the prior written consent of the other.

"TULSA TECH"	"OKLAHOMA SCHOOL DISTRICT"
TULSA TECHNOLOGY CENTER SCHOOL DISTRICT NO. 18 OF TULSA COUNTY, OKLAHOMA, a/k/a TULSA TECHNOLOGY CENTER	**BIXBY PUBLIC SCHOOLS**
Sharon Whelpley Signature	 Signature
Sharon Whelpley Print Name	 Print Name
President, Board of Education Title	President, Board of Education Title
May 22, 2023 Date	 Date

MEMORANDUM OF UNDERSTANDING
BETWEEN GLENPOOL PUBLIC SCHOOLS AND BIXBY PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) is made and entered into between Independent School District No. 4 of Tulsa County, Oklahoma, also known as Bixby Public Schools (hereinafter referred to as BPS) and Independent School District No. 13 of Tulsa County, Oklahoma, also known as Glenpool Public Schools (hereinafter referred to as GPS). By entering into this MOU, BPS and GPS express their shared commitment to offer opportunities for Foundations of Manufacturing Program participation on the GPS campus to students from both school districts. This MOU identifies the roles and responsibilities of each school district and the shared responsibilities of both districts.

Therefore, the parties agree as follows:

1. The term of this MOU begins on August 10, 2023 and ends on June 30, 2024. If either party desires to terminate this MOU prior to the ending date, the party will notify the other party's designated contact person in writing of its intent to terminate the MOU, and the MOU will terminate at the end of the semester in which the notice was received.
2. Under this MOU, BPS and GPS will each maintain a designated contact person for student and staff issues related to the Foundations of Manufacturing Program.

BPS Contact Person: Micky Replogle, Bixby High School Principal
GPS Contact Person: Gaylen Urie, Glenpool High School Principal

If the contact person for either school district changes during the term of this MOU, the changing district will notify the other district of the name and position of the new contact person.

3. GPS has the following rights and responsibilities under this MOU:
    a. Provide and furnish, at its sole expense, a facility on the GPS campus to house the Foundations of Manufacturing Program.
    b. Through Tulsa Technology Center assigned teacher or other GPS personnel, review GPS policies, rules and regulations, Tulsa Technology Program rules and procedures, and the relevant provisions of the GPS High School Handbook with BPS students participating in the Foundations of Manufacturing Program; report issues or concerns about participating BPS students to the BPS contact person; provide effective student experiences in the Foundations of Manufacturing Program; assign grades to participating students; keep track of student attendance; communicate BPS student grades and attendance to the designated

BPS personnel; and carry out the other responsibilities of an effective teacher in the Program.

4. BPS has the following rights and responsibilities under this MOU:
    a. Notify BPS students of the option to enroll in the Foundations of Manufacturing Program and handle all aspects of their enrollment process.
    b. Notify the Tulsa Technology Center advisor assigned to BPS of enrollment. TTC advisor will assist students with completing the TTC enrollment application.
    c. Notify the GPS contact person of BPS students who enroll in the Foundations of Manufacturing Program.
    d. Provide, at its sole expense, transportation to and from the Foundations of Manufacturing Program for BPS students enrolled in the Program.
    e. Handle drop/add issues for any BPS student who chooses to enter or exit the Foundations of Manufacturing Program.
    f. Communicate drop/add issues with TTC advisor.
    g. Handle discipline for any BPS student in the Foundations of Manufacturing Program who violates the discipline policies, rules or regulations of GPS as reported by the GPS contact person.
5. BPS and GPS will both carry out the following responsibilities under this MOU:
    a. Establish course schedules that enable interested students from both districts to participate in the Foundations of Manufacturing Program.
    b. Collaborate to address accreditation questions and issues concerning the Foundations of Manufacturing Program.
    c. Collaborate to present the Foundations of Manufacturing Program as an enrollment option to BPS students.
    d. As to all aspects of the Foundations of Manufacturing Program, comply with the requirements of all relevant federal and state laws and regulations, including but not limited to the Family Educational Rights and Privacy Act, the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, Title IX of the Education Amendments, Title VI of the Civil Rights Act of 1964 and the Age Discrimination Act.
    e. If a BPS student participating in the Foundations of Manufacturing Program or the student's parent or guardian submits a complaint of discrimination or bullying, harassment, or intimidation to either school district concerning the Foundations of Manufacturing Program, school district representatives will promptly determine how to investigate and carry out all other aspects of the complaint process effectively in compliance with applicable federal and state laws and regulations and district policy, rules and regulations.

f. As to any significant issue concerning the participation of BPS students in the Foundations of Manufacturing Program that is not otherwise addressed in this MOU, the parties will discuss the issue and determine how to handle it.

6. During the term of the MOU, the parties will discuss issues connected to the participation of BPS students in the Foundations of Manufacturing Program to determine whether the arrangement continues to be mutually beneficial.

Independent School District No. 4 of Tulsa County, Oklahoma, also known as Bixby Public Schools (BPS)

_____

Name/Title/Date

Independent School District No. 13 of Tulsa County, Oklahoma, also known as Glenpool Public Schools (GPS)

_____

Name/Title/Date

Memorandum of Understanding
2023-2024
Bixby Public Schools

This formal Memorandum of Understanding is made and entered into by Bixby Public Schools, hereinafter, referred to as BPS, and Glenpool Public School, hereinafter referred to as GPS. By this agreement, BPS and GPS express a shared commitment to increase opportunities for the students at GPS by offering JROTC on the campus of BPS. By clarifying policies and procedures, the institutions seek to assist students from GPS in completing coursework through the BPS JROTC program.

Agreement Provisions:
BPS will provide the facility to house the program.

Students under the supervision of BPS faculty during their time on BPS campus will work with GPS faculty in communication of attendance, grades, behavior, and academic progress while enrolled in JROTC.

BPS will provide all necessary materials for an effective experience.

GPS will provide transportation to BPS campus for students.

GPS will allow promotion of the program with input from the site administrator at GPS.

This agreement is subject to change by BPS or GPS.

This agreement will be review annually by the appropriate personnel at each institution. This review will take place in the spring in order to incorporate program changes for the subsequent academic year. Any revision to the original MOU will be communicated to all the signatories of the original agreement as well as appropriate individuals at both institutions.

This agreement will be a continued until written notification is made by either institution to the other institution for termination.

This document is an agreement between Bixby Public Schools and Glenpool Public Schools. It is designed to create a partnership whereby GPS students have the opportunity to participate in JROTC at the BPS High School campus.

_____
Bixby Public Schools

_____
Date

_____
Glenpool Public Schools

_____
Date

INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This Agreement is made between a business entity known as Bixby Public Schools with a mailing address of 109 N. Armstrong, Bixby, Oklahoma, 74008 ("Client")

AND

A business entity known as PrepPlus LLC with a mailing address of 1743 S. Delaware Ave., Tulsa, Oklahoma, 74104 ("Contractor").

WHEREAS the Client intends to pay the Contractor for services provided, effective June 1, 2023, under the following terms and conditions:

II. Services. The Contractor agrees to perform the following: Teach ACT preparation classes to students who attend Bixby Public Schools and who register and pay to attend said classes.

Hereinafter known as the "Services".

III. Payment. The Client agrees to pay for the Services performed by the Contractor.

The Contractor agrees to be paid as follows:

The Contractor shall be entitled to commissions based on: The client will not be billed for services. Students who register for a session with Prep Plus LLC will pay the contractor a session fee directly. PrepPlus LLC will pay Bixby Public Schools 1% of each student registration fee for the use of facilities and materials.

IV. Due Date. The Services provided by the Contractor shall begin on June 1, 2023 and end on May 31, 2024. All Services provided by the Contractor must be completed by May 31, 2024.

V. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

VI. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents:

Contractor has the right to perform Services for others during the term of this Agreement;

Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order in which the work is performed;

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required under this Agreement.

Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client;

The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor;

Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the services required by this Agreement; and

Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

VII. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

VIII. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for:

Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor;

Making federal or state unemployment compensation contributions on the Contractor's behalf; and

The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

IX. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

X. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XI. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any

work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XII. Liability Insurance. The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be no minimum required amount for the liability insurance.

XIII. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XIV. Termination of Agreement. This Agreement shall terminate on June 30 2022.

In addition, the Client or Contractor may terminate this Agreement, including any obligations stated hereunder, with reasonable cause by providing written notice of:

A material breach of the other party; or

Any act exposing the other party to liability to others for personal injury or property damage.

XV. Option to Terminate. The Client and Contractor shall not have the option to terminate this Agreement unless there is reasonable cause as defined in Section XIV.

XVI. Exclusive Agreement. This entire Agreement is between the Client and Contractor.

XVII. Resolving Disputes. If a dispute arises under this Agreement, any party may take the matter to a Oklahoma state court.

XVIII. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use;

Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and

processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and

Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business.

The Contractor acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

XIX. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

XX. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on Client's behalf or represent the Client in any manner.

XXI. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVIII & XIX of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXII. Additional Terms and Conditions. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

XXIII. Governing Law. This Agreement shall be governed under the laws in the State of Oklahoma.

XXIV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXV. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Client's Signature _____ Date _____

Print Name _____

Contractor's Signature _____ Date 5/4/23

Print Name Prep Plus LLC
Cheryl Wilkinson

INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This Agreement is made between a business entity known as Bixby Public Schools with a mailing address of 109 N. Armstrong, Bixby, Oklahoma, 74008 ("Client")

AND

A business entity known as PrepPlus LLC with a mailing address of 1743 S. Delaware Ave., Tulsa, Oklahoma, 74104 ("Contractor").

WHEREAS the Client intends to pay the Contractor for services provided, effective June 1, 2023, under the following terms and conditions:

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Hereinafter known as the "Services".

III. Payment. The Client agrees to pay for the Services performed by the Contractor.

The Contractor agrees to be paid as follows:

The Contractor shall be entitled to commissions based on: The client will not be billed for services. Students who register for a session with Prep Plus LLC will pay the contractor a session fee directly. PrepPlus LLC will pay Bixby Public Schools 1% of each student registration fee for the use of facilities and materials.

IV. Due Date. The Services provided by the Contractor shall begin on June 1, 2023 and end on May 31, 2024. All Services provided by the Contractor must be completed by May 31, 2024.

V. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

VI. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

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Contractor has the right to perform Services for others during the term of this Agreement;

Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order in which the work is performed;

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The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor;

Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the services required by this Agreement; and

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Making federal or state unemployment compensation contributions on the Contractor's behalf; and

The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

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work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

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There shall be no minimum required amount for the liability insurance.

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In addition, the Client or Contractor may terminate this Agreement, including any obligations stated hereunder, with reasonable cause by providing written notice of:

A material breach of the other party; or

Any act exposing the other party to liability to others for personal injury or property damage.

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Proprietary or confidential information includes, but is not limited to:

The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use;

Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and

processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and

Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business.

The Contractor acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

XIX. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

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XXI. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVIII & XIX of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXII. Additional Terms and Conditions. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

XXIII. Governing Law. This Agreement shall be governed under the laws in the State of Oklahoma.

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XXV. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Client's Signature _____ Date _____

Print Name _____

Contractor's Signature _____ Date 5/4/23

Print Name Prep Plus LLC
Cheryl Wilkinson

Bixby Public Schools

109 N. Armstrong • Bixby, Oklahoma 74008
(918) 366-2200

Agreement for Independent Contractor Services to the
Bixby Public Schools (District) by **Christina Evans (EIN:)**

This agreement, made this **1st** day **of August, 2023** between **Christina Evans, LLC/Mobilized Vision,** an Independent Contractor, hereinafter referred to as **Christina Evans/Mobilized Vision,** and Bixby Public Schools, hereinafter referred to as "District", collectively referred to as "Parties". This contract shall automatically terminate on **May 22, 2024.**

Christina Evans represents that she has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements and other legal requirements of any kind that may be required to carry out said business and the scope of work which is to be performed as an independent Contractor pursuant to the Agreement. **Christina Evans** remains open to conducting similar tasks or activities for entities other than the District and holds herself/himself out to the public to be a separate business entity and not exclusive to the District for the services described below.

Christina Evans desires to perform certain tasks as set below for the District and District desires to engage **Christina Evans** for services to the District. District desires to enter into this agreement and is willing to do so on the terms and conditions set forth below. **Christina Evans** performs as an independent and unsupervised contractor for the services described below for the District.

Further, the Parties agree as follows:

This agreement does not constitute a hiring by either party. It is the parties intention that **Christina Evans** shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the income tax withholding at the source of income, the Worker' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. **Christina Evans** shall retain sole and absolute discretion in the manner and means of carrying out his/her independent activities and responsibilities under this agreement. This agreement shall not be considered or construed to be a partnership or joint venture, and the District shall not be liable for any obligations incurred by **Christina Evans** unless specifically authorized in writing. **Christina Evans** shall not act as an agent of the District, ostensibly or otherwise, nor bind the District in any manner, unless specifically authorized to do so in writing.

Christina Evans agrees to devote as much time, attention, and energy as necessary to promote Bixby Public Schools athletics/activities in the following manner:

1) **Christina Evans agrees to provide consultations and other services mutually agreed upon to specified students under terms described herein for Orientation and Mobility (O & M)**
2) **Bixby Schools represents that it has funds available for total fulfillment of this contract up to the maximum potential debt incurred herein.**
3) **Christina Evans shall file any and all such notes of information regarding interaction with the student. These notes, which include intervention reports, are the proper of the school. Christina Evans may maintain copies for professional use as needed.**
4) **The school shall provide appropriate materials and supplies for appropriate administration of services.**
5) **Christina Evans shall provide evidence of SDE certification, a copy of which shall be retained by Bixby Public Schools.**
6) **Christina Evans will provide service on school calendar days, excluding short-term personal illness or emergency.**
7) **Christina Evans will maintain a schedule of actual hours of direct services and consultation for each student served.**
8) **Christina Evans will provide therapy as well as participate in designated IEP related meetings when held on regularly scheduled O & M days. Christina Evans will provide appropriate**

documentation of the student's program when unable to attend related meetings or conferences.

The above is to be referred to in this agreement as the "scope of work."

Christina Evans shall perform any and all tasks and duties associated with the tasks set forth above, including but not limited to, work already being performed or related change orders. **Christina Evans** shall not be entitled to engage in any activities which are not expressly set forth in this agreement.
Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by **Christina Evans** in connection with the Services shall be the exclusive property of the District. Upon request, **Christina Evans** shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product.

Christina Evans will not at any time or in any manner, either directly or indirectly, use for the personal benefit of **Christina Evans**, or divulge, disclose, or communicate in any manner any information that is proprietary to the District. **Christina Evans** will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, **Christina Evans** will return to the District all records, notes, documentation and other items that were used, created, or controlled by **Christina Evans** during the term of this Agreement.

The books and records related to the items set forth in this agreement shall be maintained by **Christina Evans** at **Christina Evans**'s principal place of business and open to inspection by the District during regular working hours. Documents to which the District will be entitled to inspect include, but are not limited to, any and all contract documents; change orders/purchase orders and work authorized by **Christina Evans** or the District or existing or potential projects related to this agreement.

Christina Evans shall be responsible to the management and administration of the District, but **Christina Evans** will not be required to follow or establish a regular or daily work schedule. **Christina Evans** shall supply all necessary equipment, materials, and supplies. **Christina Evans** will not rely on the equipment or offices of the District for completion of tasks and duties set forth pursuant to this agreement. Any advice given to **Christina Evans** regarding the tasks and duties set forth in this agreement shall be considered a suggestion only, not an instruction. The District retains the right to inspect, stop, or alter the work of **Christina Evans** to assure its conformity with this agreement.

Christina Evans shall be compensated at a rate of $**80.00** port to port for those tasks and duties related to the scope of the work identified above. This contract is for approximately **15 hours** monthly, according to billable hours. Each session shall be approved in advance by the District. Such compensation shall be due and payable 30 days after receiving an invoice from **Christina Evans**. Such invoice shall enumerate and identify the dates and locations of the sessions for payment and be approved for payment by the Director of Special Education.

Christina Evans hereby waives and foregoes the right to receive any benefits given by the District to its regular employees, including, but not limited to: Health Benefits, Vacation, and Sick Leave Benefits. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to **Christina Evans** by virtue of the services to the District, and is effective for the entire duration of **Christina Evans**'s agreement with the District. This waiver is effective independently of **Christina Evans**'s employment status as adjudged for taxation purposes or for any other purpose.

This agreement may be terminated prior to the completion or achievement of the scope of work by either party giving 60 days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this agreement.

Christina Evans is encouraged to treat all District employees, customers, clients, business partners and other affiliates with respect and responsibility. **Christina Evans** is required to comply with all laws, ethical codes, and District policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices as well as those identified to protect the confidentiality of students such as FERPA and IDEA.

Christina Evans agrees to immediately supply the District with proof of any licensing, status required to perform the scope of work pursuant to this agreement, Workers' compensation coverage where required by law and general liability insurance, if applicable, upon request of the District.
All persons hired by **Christina Evans** to assist in performing the tasks and duties necessary to complete the scope of work shall be the employees of **Christina Evans** unless specifically indicated otherwise in a agreement signed by all parties. **Christina Evans** shall immediately provide proof of worker's compensation insurance and general liability insurance covering said employees, upon request

by the District.

Christina Evans acknowledges **Christina Evans**'s obligation to obtain appropriate insurance coverage for the benefit of **Christina Evans** (and **Christina Evans**'s employees, if any). **Christina Evans** waives any rights to recovery from the District for any injuries that **Christina Evans** (and/or **Christina Evans**'s employees) may sustain while performing services under this Agreement and that are a result of the negligence of **Christina Evans** or **Christina Evans**'s employees.

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.

Any controversy between the parties to this agreement involving the construction or application of any of the terms, provisions, or conditions of this agreement, shall on written request of either party served on the other, be submitted first to mediation and the if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorney's fees and costs of arbitration shall be borne by the losing party, as set forth in this paragraph, unless Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

This agreement is an independent document and supersedes any and all other agreements, either oral or in writing, between the parties hereto, except for any separately signed confidentiality, trade secret, non-compete or non-disclosure agreements to the extent that these terms are not in conflict with those set forth herein.

Each party of this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and erect without being impaired or invalidated in any way.

This agreement shall be governed by, and construed under the laws of the State of Oklahoma Jurisdiction and venue for all purposes shall be in the County of Tulsa, State of Oklahoma.

Christina Evans

Christina Evans Signature

5-16-23

Date

Name Printed

Bixby Public Schools

Date

Memorandum of Understanding
Palmer Continuum of Care, Inc
and
Bixby Public Schools

Palmer
Addiction Recovery Services

This agreement is entered into between Palmer Continuum of Care and the Bixby Public Schools. The purpose of this contract is to provide Professional Substance Abuse Education and Counseling services.

I. Terms

Palmer will provide a Case Manager II or Licensed Counselor to teach a substance abuse education group to students.
Palmer will provide BPS with background checks of the staff that will have access to BPS students.
Bixby Public Schools will provide a space for groups.
Bixby Public Schools will have any parent sign the Palmer consent form and give copies to Palmer prior to services rendered.
Bixby Public Schools will refer students with a drug related offense to Palmer for substance abuse services.

II. Cost of Service

There will be no cost for this service.

III. Duration of Contract

This contract will be valid for the 2023/2024 school year.

IV. Cancellation

This contract is subject to termination upon thirty (30) days advance written notice by either party.

V. Amendment

This contract is subject to amendments at any time but only upon fully disclosed written consent and approval by both parties.

Elizabeth Reas — 5.10.23

Palmer Signature — Date

Administration — Date

President, Board of Education — Date

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Elizabeth Dean — 5.10.23

Palmer Signature — Date

Administration — Date

President, Board of Education — Date

THE BRIDGES FOUNDATION

Memorandum of Understanding

This Memorandum of Understanding is entered into on March 29, 2023 between Bixby Public Schools of Tulsa County, Oklahoma and The Bridges Foundation of Tulsa County, Oklahoma.

The Bridges Foundation operates a classroom at 1813 N. Ash, Jenks, Oklahoma for the Work Adjustment Training Program. Students with disabilities attend class in the classroom setting from 9:00am to 12:00pm and/or 12:00pm to 3:00 pm each school day throughout the year.

Bixby Public Schools desires to have students with disabilities participate in the Program during the 2023-2024 school year.

The school district desires to enter into this Memorandum of Understanding to identify its rights and responsibilities governing the students' participation in the Program.

Therefore, the parties agree as follows:

1. The Bridges Foundation will ensure that all necessary special education procedures and parent consent have been obtained.
2. Bixby Public Schools will not be charged for use of classroom space or participation in the Work Adjustment Training Program.
3. Bixby Public Schools will be responsible for ensuring a FAPE while participating in the Work Adjustment Training Program.
4. The Memorandum of Understanding will terminate at the end of the 2023-2024 school year.

Kimberly Schein — 3-29-23

Bixby Public Schools Administrative Representative — Date

The Bridges Foundation Representative — Date

ATTEST:

Board of Education Clerk — Board of Education President

A NEW LEAF™

2023-2024 Contract for Services with A New Leaf, Inc.

A New Leaf (ANL) is entering into a contract to provide job training and vocationally related daily living skills for students at the Bixby Public Schools (BPS).

- BPS will provide transportation to and from ANL for students to attend programming.
- The agreed upon time and day of programming for the students of BAPS are:
  - Days: Monday Tuesday Wednesday Thursday
  - Start time: TBD per student End Time: TBD per student
- Each quarter the number of students in attendance will be agreed upon by both BPS & ANL.
- BPS will be billed based on the hours in attendance at ANL at the rate of $4.50 per hour per student. Please note that the hours billed are for attendance and not just programming. i.e.: programming is from 12:45pm to 1:45pm, but if students are in our care from 12:35pm to 1:50pm, then hours billed to BPS would reflect the 12:35pm to 1:50 time frame.
- ANL will provide to BPS a monthly time sheet of the student's attendance.
- ANL will provide monthly progress reports on the program outcomes and the students' progress.
- These services are being contracted during the school year only.
- Students will adhere to both school and ANL days off. The following days are considered Holidays by A New Leaf & will not be available for services:

  New Year's Day
  Martin Luther King Jr. Day
  Memorial Day
  Independence Day
  Labor Day
  Thanksgiving Day & the following Friday
  Christmas Eve and Christmas Day
- Either party may terminate the contract with a two-week notice.
- A New Leaf will invoice BPS at the end of each month for the hours of service. ANL will send the invoice to: Bixby Public Schools
  Attention: Accounts Payable
  109 N Armstrong
  Bixby OK 74008
- BPS will pay on a Net 30 basis.

Bixby Public Schools Representative/Date

ANL CEO, Mary C. Ogle/Date 4/27/23

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into on the _____ day of _____ 2023, by and between **Bixby Public Schools**, hereinafter referenced to as **"District"** and **The Tristesse Grief Center, Inc., a/k/a The Grief Center**, hereinafter referenced as **"Provider."**

Purpose

The purpose of this agreement is to provide: school-based grief support for students in District schools dealing with grief and loss issues offered in a group setting, staff training regarding grief and bereavement in children, and access to Provider's Crisis Response Team when needed and based on availability after the death of a student or staff member.

I. Mutual Benefits and Interests

Benefits to the District include providing District students with opportunities that allow them to address bereavement issues. Students will have additional emotional support and learn and practice strategies that will promote emotional health and ultimately result in a higher level of functioning in the school environment. Staff will be provided additional support when faced with a student or peer death and provided with professional development opportunities designed to increase competency in understanding grief in children and adolescents.

Benefits to the Provider include the opportunity to fulfill their mission of creating a caring community where grieving families know that they are not alone and assisting bereaved children by providing professionally facilitated support groups. The Provider will benefit by promoting their program and maintaining their goal of providing comprehensive grief support and education as the primary community resource.

II. Working Agreement

III.

a. **Provider may (subject to adequate funding and resources):**
   i. Provider may provide an ongoing in-school support group called the "Healing Hearts Club" at District schools as needed for students as agreed upon by Provider and school administration.
   ii. Provider may provide crisis response, including bereavement debriefing and follow-up support services at designated school sites for students and staff as agreed upon by Provider and school administration.
   iii. Provider may provide professional development for staff at designated school sites as agreed upon by Provider and school administration.
   iv. Provider may provide grief services utilizing online platforms during school site closures.
   v. Provider will collaborate with the school's faculty, administration, and counseling staff at each designated school site to provide students with age-appropriate in-school bereavement support programming.
   vi. Provider will identify, screen, and train group facilitators.

vii. Provider will provide adequate professional liability insurance for each Provider's facilitators assigned to District schools.
viii. Provider will assume full responsibility for all costs associated with the facilitation of Provider-sponsored in-school bereavement support programming, professional development, and crisis response.
ix. Provider's facilitators will provide bereavement support sessions during the designated school hours.
x. Provider will function under the rules of the District and school site, as directed by the appropriate site principal(s).
xi. Provider will immediately consult with staff or administration if/when a student requires assistance during or following any Provider-facilitated school-based programming.
xii. Provider's facilitators will immediately staff any concern identified in any Provider facilitated school-based bereavement support program session that indicates a student may be at risk. Provider facilitators must advise the recognized administrative/or counseling designee and follow all local and state reporting procedures.

b. District may (subject to adequate funding and resources):

i. District will provide sufficient meeting space for the Provider to facilitate school-based programming.
ii. District representatives will assist Provider in identifying students needing services and obtaining written parental consent before participating in school-based bereavement programming.
iii. District will designate an administrator/counselor at each program site to be available for consultation and reporting concerns regarding participating District students.
iv. District will provide access on a needed basis to additional support resources, e.g., access to copy machine, computer, printer, internet access, projectors, etc., for Provider use in performing duties at the assigned school site.
v. District will acknowledge Provider for bereavement support programming under this Memorandum through various media, e.g., news releases, articles, newsletters, etc.
vi. District will allow Provider to use the District logo for partnership advertising and grant writing purposes.
vii. District counselors will consider Provider when making appropriate referrals for grief support services within the Tulsa community.

IV. Privacy and Security

a. Recognizing the District's interest in providing its students the most secure environment possible, Provider agrees it will act under this Memorandum in compliance with 70 O.S. 6-101.48. Specifically:

i. Provider will not permit any person under its authority, whether employee or volunteer, from coming onto school premises for any activity covered by this Memorandum if that person is currently registered or required to register under

the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act; and

ii. Provider agrees that where work is to be performed by a company employee whom a school employee would otherwise perform on a full-time or part-time basis, the company shall not permit any person(s) from executing work on school premises if said person(s) has a conviction in this state, the United States, or another state of a felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the offense.

b. Provider's agreement to and acceptance of this Memorandum, as evidenced by the signature(s) below, serves as Provider's statement of compliance with the requirements of paragraphs A of this section, as required by 70 O.S. 6-101.48(B).

c. Provider agrees to require all persons under its authority to register through the District's visitor tracking system and display the printed visitor badge while performing activities described in this Memorandum on school premises.

d. Provider agrees to protect the privacy of student information and educational records following the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA).

i. A student's social security number or student identification number, race/ethnicity, citizenship, nationality, gender, grades, or class schedule is always protected information that is used internally and even then only when essential and among authorized individuals, and which should never be shared with any third party.

ii. Educational records include files, documents, and materials in whatever medium (handwriting, print, monitor screen, tapes, disks, film, microfilm, microfiche, or notes) that contain information directly related to students and from which students can be personally identified. Other records directly related to a student or students are also considered educational records protected under FERPA. They can be items that contain a student's name, several students' names, or information from which an individual student or student can be personally (individually) identified. The educational record should only be shared with a third party with express written permission from the parent or guardian (if the student is under 18) or the student (if the student is 18 or older).

iii. Provider agrees that no one under its authority shall gather, release, or make public in any way any information related to or that could lead to the identification of a student, including taking photographs, making recordings (video and sound), collecting student's written or oral statements, or using records made in connection with the activities that are the subject of this Memorandum. The only exception is where written permission for gathering, releasing, or otherwise using the information described in this paragraph is obtained from the parent (if the student is under 18) or the student (if the student is 18 or older).

e. Provider and District agree that their employees and volunteers under their authority will conduct themselves professionally and ethically and follow District policies and procedures.

V. **Liability and Indemnification**

Provider agrees to defend, save, indemnify, and hold District harmless from any alleged claims, demands, causes of action, liability, loss, damages, or injury arising out of or incident

to any acts, omissions, negligence, or willful misconduct to Provider's personnel, employees, agents, contractors, or volunteers in connection with the performance of the activities described in this Memorandum.

VI. Points of Contact

The main address for the District is 109 N. Armstrong St., Bixby, OK, 74008.
The main address for the Provider is 2502 E 71st St, Tulsa, OK, 74136

Primary Contacts:

Bixby Public Schools	The Tristesse Grief Center Lucretia Pardiñas Director of Programs
109 N. Armstrong St. Bixby, OK 74008 918-366-2200	2502 E. 71st St. Tulsa, OK 74136 918-587-1200 x102

VII. GENERAL

a. Provider agrees that the activities it undertakes under this Memorandum are not intended to provide services to the District and will not seek compensation from the District regarding its participation in these activities.
b. Provider agrees that it will not claim or imply that District endorses the sale or purchase of its services.
c. This Memorandum in no way restricts either party from participating in any activity with other public or private agencies, organizations, or individuals.
d. Nothing in this Memorandum authorizes or is intended to obligate the District to expend, exchange, or reimburse funds, services, supplies, or transfer anything else of value.
e. All agreements within this Memorandum are subject to and will be carried out in compliance with all applicable laws, regulations, and other legal requirements of the State of Oklahoma and Tulsa County.
f. Either party may cancel this agreement on thirty (30) days' notice to the other party, in writing, by certified mail or personal delivery.

Both District and Provider agree to the above Memorandum.

Bixby Public Schools	The Tristesse Grief Center
_____	Lucretia Ardiñas
Signature	Signature
_____	LUCRETIA PARDIÑAS
Printed Name	Printed Name
_____	DIRECTOR OF PROGRAMS
Title	Title
_____	4/5/23
Date	Date

Say Something Anonymous Reporting System (SS-ARS) Memorandum of Understanding between Sandy Hook Promise Foundation and Bixby Public Schools

This Memorandum of Understanding ("MOU") is entered into by Sandy Hook Promise Foundation ("SHPF") as of June, 2021, a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and Bixby Public Schools ("BPS") which is organized and existing under and pursuant to the Constitution and laws of the State of Oklahoma and with a primary business address at 109 N Armstrong St, Bixby, OK 74008. SHPF and Bixby Public Schools may also each be referred to herein individually as a "Party" or collectively as the "Parties."

1. PURPOSE.

SHPF and Bixby Public Schools agree to educate Bixby Public Schools middle and high school students about SHPF's *Say Something* Anonymous Reporting System (SS-ARS). SS-ARS teaches students how to recognize for warning signs, signals, and threats, especially in social media, from individuals who may want to hurt themselves or others and to Say Something to a trusted adult or use the Anonymous Reporting System (App, Website or 24/7 Crisis Telephone Line) to get them help.

2. DUTIES.

The Parties shall perform the duties described generally below, attached hereto, and made a part hereof.

A. During the Program, SHPF will perform the following duties:

i. Program coordination and onboarding: Provide guidance and support in the establishment of tip management teams and tip management infrastructure. Supply communication and outreach materials needed for the setup, announcement, and launch of the Program.

ii. Trainings:

a. Adult Training: Provide live-virtual (webinar-style) training for district and school team members (Teams Training) on use of the P3 Tip Manager, on Crisis Center processing and protocols, on tip management best practices, on conducting and passing the Official Pre-Launch Tip Test, and on ways to ensure program longevity. Additional learning resources and guides for SS-ARS Teams are provided digitally at no cost.

b. Student Training: Provide digital student training (through the SHPF Learning Center, an online learning management system.

iii. Program sustainability: Provide framework and materials needed for participating schools to establish SAVE Promise Clubs to reinforce the philosophy of the SS-ARS program amongst students and help ensure proper and continued utilization of the anonymous reporting system. Supply digital awareness materials (printable posters, sample social media posts, etc.) at no cost to participating schools. Provide ongoing support and troubleshooting in the areas of team management, tip management, the P3 Tip Manager (tip management platform), and program sustainability.

iv. Compliance: SHPF shall adhere to and comply with applicable federal and state laws and regulations.

v. Background Checks: All SHPF employees, agents, and volunteers who will have contact with students will undergo and must pass a background check before interacting with students.

vi. Exhibit A-1. The activities set forth on Exhibit A attached hereto and made a part hereof.

B. Bixby Public Schools will perform the following duties:

i. Communication: Bixby Public Schools will communicate the benefits of SS-ARS at Bixby Public Schools, foster buy-in with program participants (team members) and supply regular and ongoing reminders of the program to the school community, including parents.

ii. Program infrastructure and workflow: Support the establishment of tip management teams, including School Teams for each participating school, a District Team for tip management support and oversight, a Special Team for exceptional or highly sensitive tips, and a Flex Team for activation during school breaks and holidays. Reinforce program requirements and Crisis Center protocol. Equip team members with the devices or equipment needed to carry out their tip management and tip follow-up responsibilities, with scheduling and outreach and, where needed, communication on presentations/training.

iii. Policies and Procedures: Bixby Public Schools to inform SHPF on the relevant Bixby Public Schools policies and procedures applicable to the services SHPF is providing. Bixby Public Schools to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.

iv. SAVE Club Activity and Special Event Support: Bixby Public Schools to support identified and agreed to special events at Bixby Public Schools, within the region, and SHPF "Call to Action" Weeks.

v. Report Backs: Bixby Public Schools will report back to SHP on the number of students to be trained per participating school or any related data within one week of training.

vi. Completion of periodic user surveys: The SS-ARS team is constantly striving to improve effectiveness, responsiveness, launch progress and overall efficacy. We rely on feedback from our partners. Schools are required to complete periodic surveys when distributed.

vii. Close Out / Disposition tips in a timely manner: School and District Teams must close out and Disposition tips in a timely manner within 7 days of tip submission, providing information regarding Tip outcome, plan of action for students, and next steps.

viii. Up-to-date information in the P3 team roster: All School / District Teams must maintain accurate contact information / details in the team roster in P3.

ix. Exhibit A-2. The activities set forth on Exhibit A-2 attached hereto and made a part hereof.

3. EXHIBITS. The Exhibits to this MOU are an integral part of this MOU and are specifically incorporated into this MOU. They include obligations and rights of both parties.

4. FUNDING. This MOU does not include or anticipate the exchange of any funds between the Parties. SHPF shall provide the materials and collateral requested. Note: SHPF does not cover the cost of educators' and/or administrators' time away from the classroom or school or meals or snacks during training sessions.

5. TERM AND TERMINATION. The Program will begin July 01, 2021 and end on June 30, 2024. This MOU shall be effective from the date the last Party signs. This MOU and the Program may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. This MOU may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.

6. INDEPENDENT CONTRACTOR. While engaged in performance of this MOU, SHPF is an independent contractor and is not an officer, agent, or employee of Bixby Public Schools. SHPF employees, volunteers and agents are not entitled to benefits of any kind to which Bixby Public Schools' employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits.

7. EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of Bixby Public Schools that, in connection with all work performed under Bixby Public Schools MOUs, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, the SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

8. NON-DISCRIMINATION. Bixby Public Schools is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. Bixby Public Schools prohibits discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

9. GOVERNING LAW. The validity, interpretation and performance of this MOU shall be determined according to the laws of the state of Connecticut.

10. FINGERPRINTING and BACKGROUND CHECKS. SHPF shall perform the following acts:

A. As required by Bixby Public Schools, SHPF shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by Bixby Public Schools;
B. Prohibit employees, agents and volunteers of SHPF from coming into contact with students until Bixby Public Schools and/or SHPF has ascertained that the employee, agent or volunteer has not been convicted of a felony;
C. Certify in writing to Bixby Public Schools that neither SHPF nor any of SHPF's employees, agents or volunteers who may enter a school site during the time that students are present have been convicted of a felony; and
D. As required, provide a list of the names of SHPF's employees, agents and volunteers who may have contact with students to Bixby Public Schools administrator for this MOU.

11. INSURANCE SHPF shall, at its sole cost and expense, maintain in full force and effect, during the term of this MOU, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better

rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHPF's fulfillment of any of its obligations under this MOU:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:
   $1,000,000 per occurrence
   $100,000 fire damage
   $5,000 med expenses
   $1,000,000 personal & adv. injury
   $3,000,000 general aggregate
   $3,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than $1 million per occurrence.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering SHPF's full liability under applicable state and federal laws, as follows:
   Part A – Statutory Limits
   Part B – Employers Liability: $1,000,000/$1,000,000/$1,000,000

D. **Errors & Omissions** (Professional Liability) coverage, as follows: $1,000,000 per occurrence/ $1,000,000 aggregate

E. **Sexual Abuse and Molestation** coverage, as follows: $1,000,000 per occurrence/$1,000,000 aggregate

SHPF, upon execution of this MOU and periodically thereafter upon request, shall furnish Bixby Public Schools with certificates of insurance evidencing such coverage.

12. NOTICES. All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this MOU will be sent by prepaid first-class mail, electronic mail, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail; or when delivered, if delivered by hand.

To Bixby Public Schools:

Name:	Lydia Wilson
Title:	Associate Superintendent
Entity:	Bixby Public Schools
Address:	109 N. Armstrong Bixby, OK 74008
Telephone:	(918) 366-2240
Email:	lwilson@bixbyps.org

13. DISPUTE RESOLUTION. Should any problem or conflict arise during the course of the delivery of services under this MOU, it is understood that both parties will work with each other to accomplish an effective resolution through discussion.

14. ENTIRE MOU/AMENDMENT. This MOU, and all exhibits to this MOU constitute the entire agreement between the parties to the MOU and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this MOU, a described in Section 4, above

- Bixby Public Schools -	- SHPF-
BY (SIGN): Rob Miller	BY (SIGN):
NAME (Print): Rob Miller	NAME (Print): David Conrad
POSITION: Superintendent	POSITION: Chief Financial Officer
DATE: 6/10/2021	DATE: 8/30/2021

[Signature page Say Something Anonymous Reporting System (SS-ARS) Memorandum of Understanding]

Sandy Hook PROMISE

EXHIBIT A –1 – SS-ARS PROGRAM SPECIFICS

SHPF and Bixby Public Schools agree to this agreement as follows:

SHPF will perform the following duties:

1. SHPF shall provide training and support of SS-ARS to Bixby Public Schools students and team members. SHPF will manage and maintain the 24/7 call center, App and Website for students, educators, administrators, and parents of Bixby Public Schools' students to use to submit anonymous tips.
2. SHPF shall implement SS-ARS by retaining qualified persons (Instructors), digital-download instruction and training video to provide training and technical assistance to Bixby Public Schools.
3. SHPF shall manage the 24/7/365 call center and provide them with Bixby Public Schools developed and approved team member contact information, exceptional protocols (Exhibit D), Reporting Process and Protocols (Exhibit E) and contact list.
4. SHPF 24/7/ Call Center will, per Bixby Public Schools direction, triage all tip submissions prior to trafficking to Bixby Public Schools.
5. SHPF 24/7/365 Call Center will provide crisis management to any tip submission per Bixby Public Schools developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit D), Reporting Process and Protocols (Exhibit E), state and federal laws.
6. SHPF shall share and/or provide immediate, direct access to Bixby Public Schools all information gathered using SS-ARS – including number of participants, schools, tip details and dispositions.
7. SHPF will provide prompt, support of SS-ARS via phone, in-person and/or email and make available prompt and reasonable online training for all types of users who may interact with the system.
8. SHPF shall not under any circumstances sell any SS-ARS information or other data or information received or generated as a result of this agreement to any advertiser or third party. Furthermore, and except as to Bixby Public Schools, SHPF shall always maintain the anonymity of all data and other information received in connection with the SS-ARS program, including the identity of anyone providing a tip and the specifics of any incident responded to or averted unless otherwise demanded under state or federal law.
9. SHPF grants to Bixby Public Schools a limited, non-exclusive, non-transferable, revocable subscription SS-ARS license during the term of this MOU, solely for Bixby Public Schools' purposes – including (a) to use, perform, and digitally display SS-ARS and (b) to access, display, search, analyze, reformat, download, and print reports of any submissions and/or results generated by the authorized use of SS-ARS.
10. SHPF will provide each user identified on Bixby Public Schools contact list with a unique username and password to enable such users to access SS-ARS pursuant to this agreement. SHPF may alternatively provide an assigned Bixby Public Schools Administrator with a unique username and password, which such Administrator will use to create and issue additional unique usernames and passwords for Bixby Public Schools additional users. SHPF may change or update these username and passwords, with notice to Bixby Public Schools. Each username and password may only be used to access SS-ARS during one (1) concurrent login session. SHPF reserves the right to terminate any username and password which SHPF reasonably determines may have been used by an unauthorized third party or by any user or individual other than the user to whom such username and password was originally assigned.

11. SHPF will make P3 and tip processing training available to local 911 dispatch, who are alerted 24/7/365 only in the case of life safety events, as described in Exhibit D. In the event that local 911 does not agree to access tips via P3, then SHPF will call local 911 dispatch and provide a verbal intake. If 911 dispatch refuses to use P3, Bixby Public Schools acknowledges, by signing Exhibit F that SHPF assumes no liability for adverse that result because of this refusal.

12. Contact Us. Please contact us at the following address:

Sandy Hook Promise
PO Box 3489
Newtown, CT 06470

Or contact us by email at Anathea.Simpkins@Sandyhookpromise.org

Agreed to by:

Bixby Public Schools Signature	SHPF Signature
Superintendent	CFO
Title	Title
6/10/2021	8/30/2021
Date	Date

EXHIBIT A –2 – SS-ARS PROGRAM SPECIFICS

Bixby Public Schools will perform the following duties:

1. Bixby Public Schools to provide and update SHPF with the Reporting Process and contact list for the SHPF call center to contact all tip submissions.
2. Bixby Public Schools acknowledges and agrees that only users are entitled to receive a username and password and to access the Services. Bixby Public Schools will provide to SHPF information and other assistance as necessary to enable SHPF to establish usernames for users, and Bixby Public Schools will verify all user requests for account passwords. Bixby Public Schools will ensure that each username and password issued to a user will be used only by that user. Bixby Public Schools is responsible for maintaining the confidentiality of all users' usernames and passwords and is solely responsible for all activities that occur under these usernames. Bixby Public Schools agrees (a) not to allow a third party to use its account, usernames, or passwords at any time, and (b) to promptly notify

SHPF in writing of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of the obligations contained in this Section. In the event of a data breach, SHPF shall timely notify Bixby Public Schools, take prompt and deliberate action in response to the breach, and provide all such notifications as required under law, as well as perform any other legally required functions in response to the data breach.

3. Bixby Public Schools acknowledges and agrees to act upon all known SS-ARS submissions in accordance with Bixby Public Schools policies and procedures.
4. Bixby Public Schools acknowledges and agrees that all trainings are SHPF's intellectual property and they will not be shared beyond the school and district (i.e., on social media, on school website, etc.), nor will they be modified in any way without express permission from SHPF.

EXHIBIT B – SS-ARS TERMS OF USE

The Say Something mobile application ("App"), SaySomething.net website ("Site"), and 844-5-SAYNOW Telephone ("Phone") anonymous reporting system products and services are offered by Sandy Hook Promise Foundation ("SHPFF") through its service providers Navigate 360 Software, LLC ("Navigate 360").

By downloading the Say Something App, accessing the Site at www.saysomething.net, and/or calling the 24/7 Phone at 844-5SAYNOW, you indicate that you understand and agree to be bound by the following Terms of Use. IF YOU DO NOT AGREE WITH ALL THE PROVISIONS OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE APP, SITE OR PHONE.

1. Eligibility. Only students from Bixby Public Schools school in grade levels 6-12 can establish a student account.

2. Changes to Terms of Use. SHPF reserves the right, in our sole discretion, to change, modify, add, or remove portions of the Terms of Use at any time. You agree to review the Terms of Use periodically. Your continued use of the Say Something App, Site and Website after any such changes become effective constitutes your acceptance of such updated and/or revised Terms of Use.

3. Online Privacy Policy. The Say Something App, Site and Phone privacy policy describes our practices concerning information that you provide or that we may collect, and by accepting these Terms of Use, you consent to our collection, use, disclosure, and transfer of information in compliance with our privacy policy.

4. Say Something App and Site Licensee. Subject to these Terms of Use, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the App and Site for your personal, non-commercial use only and as permitted by the features of the App. SHPF reserves all rights not expressly granted herein in the App and Site and as defined below. SHPF and/or Navigate 360 may terminate this license at any time for any reason or no reason. Except as expressly authorized in this Section 4, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the App or Site, including in each case any content contained therein, other than the content that you legally upload to the App and/or Site.

5. Mobile Services. To the extent you access the App or Site through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices.

6. Say Something App Password and School Affiliation

To operate the app, the user agrees to create a password and select his or her affiliated school. SHPF strongly encourages users to set "difficult" passwords (use a combination of numbers, symbols, and upper- and lower-case letters). Password and school affiliation can be changed within the setup section of the App. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You agree to notify SHPF immediately by email at saysomething@sandyhookpromise.org of any unauthorized use of your account. SHPF, Bixby Public Schools, and our Technology and Service Providers will not be liable for any losses caused by any unauthorized use of your account.

7. Tip Submission and Related Policies

Tip submission is done through use of the App, Site or Phone. You can write and speak (Phone only) the tip and/or submit photographs, videos, audio files or other content or information. You acknowledge and agree that tips may be disclosed to law enforcement, your selected affiliated school, and other third parties as we deem appropriate in our sole discretion to protect your personal safety or the safety of others or prevent any unlawful, harmful, inappropriate or dangerous activity. By submitting a tip, you acknowledge and agree that SHPF, its Technology and Service Providers and your selected affiliated school, are authorized but not obligated to take any steps they deem appropriate in their sole discretion to follow up on such tips. **SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS AND YOUR SELECTED AFFILIATED SCHOOL ARE NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY TO YOU OR ANYONE ELSE, WITH RESPECT TO ANY TIP YOU CHOOSE TO SUBMIT USING THE APP, SITE OR PHONE, OR WITH RESPECT TO ANY ACTION OR INACTION UNDERTAKEN OR NOT UNDERTAKEN IN RESPONSE TO YOUR TIP.** You are solely responsible for any submitted tip you report through the App, Site or Phone, including any submitted tip that is viewed as being obscene, offensive, inappropriate, defamatory, untruthful, illicit, harassing, threatening, stalking, discriminatory, abusive, or profane. SHPF and its Technology and Service Providers reserve the right to reject and/or remove any submitted tip.

The following additional policies and rules apply:

a. Always call 911 immediately in the event of an emergency. The App, Site and Phone are not a substitute for reporting incidents of concern to law enforcement, medical and emergency personnel.
b. You and your submitted tip are subject to applicable laws, regulations, and your affiliated school's policies.
c. You agree not to engage in illegal, inappropriate, or other prohibited activities in connection with the app or website, including without limitation: (i) copying, distributing, or disclosing any part of the App or Site in any form; (ii) using any automated system, such as robots to access and submit a tip that results in multiple submissions; (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the app or website; (iv) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) uploading invalid data, viruses, worms, or other software agents through the App or Site; (vi) using the App, Site or Phone for any commercial advertising or solicitation purposes; and (vii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, or conducting fraud.
d. SHPF and/or its Technology and Service Providers reserve the right to investigate and take appropriate legal action against anyone who, in SHPF's and/or its Technology and Service Providers sole discretion, violates these Terms, including without limitation, removing the offending content from the Say Something App and/or Site, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

8. Our Proprietary Rights

Except for your submitted tip only, the App, Site, Phone and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks,

copyrights, photographs, audio, videos, and all intellectual property rights related thereto, are the exclusive property of SHPF, and where applicable, its Technology and Service Providers. Except as explicitly provided herein, nothing herein shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Say Something App, Site or Phone or any content thereon. Use of the App, Site or Phone content for any purpose not expressly permitted by these Terms of Use is strictly prohibited. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the technology and software underlying the App, Site or Phone.

The Say Something, Say Something Anonymous Reporting System (SS-ARS), and Sandy Hook Promise Foundation names, logos and other trademarks are the sole and exclusive property of SHPF. The Navigate 360 names, logos, and other trademarks are the sole and exclusive property of Navigate 360. Nothing in these Terms or the App, Site or Phone should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of foregoing trademarks or other trademarks displayed through the App, Site or Phone without SHPF's and/or Navigate 360's prior written permission in each instance. As between you and SHPF and/or Navigate 360, all goodwill generated from the use of such trademarks will inure to SHPF's and/or Navigate 360's exclusive benefit.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about the App, Site or Phone ("Feedback") you provide to SHPF or our Technology and Service Providers is non-confidential, and SHPF will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

9. App Store Providers Terms

Apple Inc., Google, Inc., or Microsoft Corporation will be a third-party beneficiary to these Terms of Use if you access them for applications developed for Apple iOS, Android, or Microsoft Windows-powered mobile devices, respectively. These third-party beneficiaries are not parties to this agreement and are not responsible for the provision or support of the app in any manner. Your access to the app is subject to terms set forth in the applicable third-party beneficiary's terms of service. The following additional terms apply to your use of the app obtained through the Apple Store:

a. You will only use the App in connection with a device that you own or control;
b. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
c. You acknowledge and agree that SHPF, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the application;
d. You acknowledge and agree that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, SHPF, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim; and
e. Both you and SHPF acknowledge and agree that, in your use of the App, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use.

10. Indemnity

You agree to defend, indemnify and hold harmless SHPF, its Technology and Service Providers, and its and their affiliates, officers, directors, employees, contractors, agents, representatives and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the App, Site and Phone, including any data or content transmitted or received by you; (b) your violation of any term of these Terms of Use; (c) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) your violation of any applicable law,

rule, regulation or affiliated school policy; (e) any claim or damages that arise as a result of any of your submitted tips; or (f) any other party's access and use of the App, Site or Phone using your password, case number or other appropriate security code. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim and to reimburse us for the reasonable costs and expenses thereof. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

11. No Warranty

YOUR USE OF THE APP, SITE OR PHONE ARE AT YOUR SOLE RISK. ANY INFORMATION OR DATA WITHIN THE APP OR SITE MAY NOT BE ACCURATE. SAY SOMETHING APP, SITE AND PHONE ARE PROVIDED 'AS IS' AND WE AND OUR TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHPF AND OUR TECHNOLOGY AND SERVICE PROVIDERS DO NOT WARRANT THAT THE APP, SITE OR PHONE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM DEFECTS OR ERRORS, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP, SITE OR PHONE WILL BE ACCURATE OR RELIABLE. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS THEREFORE STRICTLY AT YOUR OWN RISK. BY DOWNLOADING THE APP AND/OR ACCESSING THE SITE OR PHONE YOU EXPRESSLY AGREE TO HOLD SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS HARMLESS FROM ANY LOSS, HARM, INJURY, OR DAMAGE WHATSOEVER ARISING FROM OR ARISING OUT OF YOUR USE. THE APP, SITE AND PHONE ARE PROVIDED FOR CONVENIENCE ONLY, AND SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY THAT ANY ACTION WILL BE TAKEN IN RESPONSE TO ANY TIPS SUBMITTED OR THAT ANY ACTIONS UNDERTAKEN WILL BE ABLE TO ADDRESS THE SITUATION REPORTED OR PREVENT ANY HARM.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS WITH RESPECT TO INFORMATION REPORTED THEREON. UNDER NO CIRCUMSTANCES WILL SHPF BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE APP, SITE OR PHONE OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHPF ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER CLAIMS OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS TAKEN BY OR ON BEHALF OF SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES WITH RESPECT TO INFORMATION REPORTED THEREON; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR OR OUR TECHNOLOGY AND SERVICE PROVIDERS' SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, SITE OR PHONE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR APP, SITE OR PHONE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE APP,

SITE OR PHONE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING $100.00.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SHPF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APP, SITE OR PHONE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

13. Governing Law. You hereby submit to the exclusive jurisdiction of, and waive any venue objections against, federal and state courts located in the State of Connecticut.

14. Third Party Beneficiary. The Technology and Service Providers are third-party beneficiaries to this Agreement between SHPF and Bixby Public Schools and is entitled to the rights and benefits hereunder, including without limitation the limitation of liability and indemnification provisions, and may directly enforce the provisions hereof as if any one of the Technology and Service Providers were a party to this Agreement.

15. General. These Terms of Use constitute the entire agreement between you and SHPF and govern your use of the App, Site and Phone, superseding any prior agreements between you and SHPF with respect the subject hereof. The failure of SHPF to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the App, Site or Phone or these Term of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. SHPF may assign or transfer these Terms of Use, in whole or in part, without restriction. The section titles in these Term of Use are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. We may also provide notices to you of changes to these Term of Use or other matters by displaying notices or links to notices generally on the App, Site or by message with use of the Phone.

16. Contact Us. Please contact us at the following address:

Sandy Hook Promise
PO Box 3489

Newtown, CT 06470

Or contact us by email at Anathea.Simpkins@Sandyhookpromise.org

Agreed to by:

Bixby Public Schools Signature	SHPF Signature
Superintendent	CFO
Title	Title
6/10/2021	8/30/2021
Date	Date

EXHIBIT C – SS-ARS PRIVACY AGREEMENT

This Privacy Policy describes how we at Sandy Hook Promise ("SHPF"), together with our partners Navigate 360, LLC (our "Partner"), collect, use, share and maintain information from you when you use our Say Something mobile app (the "App") or related website, www.saysomething.net (the "Site") and telephone crisis line, 844-5-SAYNOW (the "Phone"). The App, Site and Phone are designed to maximize your privacy, by providing you with a means to anonymously report events or issues of concern to you. Accordingly, we do not require you to provide any personally identifiable information when you use the App, Site or Phone. However, you may provide such information at your discretion.

By using the App, Site and/or the Phone, you consent to the use, disclosure, transfer, and processing of information we collect from you as set forth in this Privacy Policy.

Please note that when you use the App, Site or Phone, you may connect with your school, which, along with SHPF, helps triage and act on the information you provide. Once the information is received by your school, it will no longer be governed by this Privacy Policy. If you wish to know about the data privacy practices of your school, please contact officials directly.

What information do we collect?

Information You Provide: SHPF and our Partners collect information from you when you provide it through the App, Site and/or Phone. You provide information, for example, when you initially select a school; report and/or update a tip; submit pictures, videos, audio files, or other content; make informational inquiries using topic tabs on the App and website and, update your school location (via the App only).

How do we use this information?

SHPF and our Partners may use the information we collect for legitimate purposes, such as:

- helping you in an emergency, such as by directing your tips and other communications to operators and responding via secure, anonymous live chat;
- providing you with additional or added products, services, or information as it relates to your submission;
- providing you with information about the App, Site or Phone required notices;
- improving the App, Site or Phone services we provide, such as by using analytics to improve and enhance the performance and ease of use;
- generating and analyzing statistics about your anonymous use of the App, Site and/or the Phone;
- detecting, preventing, and responding to fraud, intellectual property infringement, violations of our Terms of Use, violations of law, or other misuse of the App, Site and/or Phone; and
- to support our business performance and operations (*e.g.*, reports, trends, etc.).

When and to whom do we disclose the information?

We disclose the information you provide through the App, Site or Phone to the affiliated school you designate on the App, Site or on the Phone.

We also may disclose information we collect from you:

- to public safety officials and other government entities on an emergency basis or when requested by you;
- as required by law, such as to comply with a subpoena or other legal process, or to comply with government reporting obligations;
- when we believe in good faith that disclosure is necessary (a) to protect our rights, the integrity of the App, Site and Phone, the rights of the schools with which we partner, or your safety or the safety of others, or (b) to detect,

prevent, or respond to fraud, intellectual property infringement, violations of our Terms and Conditions for the App, Site and Phone, violations of law, or other misuse of the App, Site and/or Phone; and
- to another organization in the event, we were to combine with or be acquired by that organization.

We do not share any personal information with third parties for their marketing purposes.

Security of Collected Information
SHPF and our Partners use reasonable efforts to maintain the security, confidentiality, and integrity of information we collect through the App, Site and Phone. Your account on the App is password-protected, so unless you share your password, only you can access and view the information in the account. You are responsible for maintaining the secrecy of your password and any account information.

Information from Children
Because our site is a serious tool used to help prevent violence and victimization in schools, we do not allow anyone under grade 6 to use our App, Site or Phone. If you believe we have received information from someone under grade 6, please contact us at the email address provided at the end of this Policy.

Retention of Information
We may retain your submitted tip and information regarding your affiliated school for a minimum of 8 years or as long as necessary to fulfill the purposes described in this Privacy Policy, as required by law, or for legitimate business purposes to the extent permitted by applicable law.

Stories of Impact & Data Sharing
SHPF periodically shares SS-ARS "stories of impact" and/or tip data internally, with donors, members of the media, as part of national/regional research projects, and our SS-ARS partners to showcase the impact our program has on student lives and their school and community culture, and to make changes to programs, where necessary. When we share these stories and data, all information specific to gender, location, and any other details that could allow the tipster, victim, or the school to be recognized are scrubbed from story or data, unless otherwise agreed to by Bixby Public Schools. Any use of tip data in research is similarly disaggregated and anonymized.

IP Disclosure
SHPF takes the anonymity of our Tipsters very seriously—after all, the promise of anonymity is the foundation of our program and one of the important reasons we have been able to save countless lives. We have an unequivocal commitment to protecting the anonymity of those who *Say Something* to get help for someone who is a potential danger to themselves or others—that is, for Tipsters who report *in good faith*.

As noted above, there are rare cases, however, in which a Tipster may make a false claim or use the system to harass or intimidate others— and in such cases, anonymity of the Tipster is not guaranteed. The Crisis Center Team has access to two pieces of information that can help narrow-down or identify a Tipster:
- IP address (web/mobile tips)
- Caller ID information (hotline tips)

For a district to gain access to either of the above pieces of information, ***they must***:
1. Submit a formal request for IP address/Caller ID retention
2. Provide a detailed articulation of surrounding events, investigation efforts/outcomes, a law enforcement case number, and contact information for a law enforcement sponsor

3. Conduct a phone call with Crisis Center Management to discuss the rationale behind the request.

What to Know about IP Addresses:

- IP addresses are only stored by the P3 system for 72 hours following a tip's initial submission; once this 72-hour window has closed, the IP address is permanently purged and no longer available.
- IP retention requests must be made within this 72-hour window; when an IP retention request is made, the IP(s) are pulled and securely stored by a member of the Crisis Center Team.
- Retained IP(s) will not be disclosed until proper documentation, including an articulation of events and outcomes (based on the **Disclosure Criteria** listed below), is provided in writing and approved by the Crisis Center Director or designees listed below.
- Disclosure of an IP address is not "breaking anonymity" and does not guarantee you will be able to ID the tipster; an IP address is a single clue in part of a larger investigation.
- IP addresses are unreliable if associated with public internet service (e.g. Starbucks, school Wi-Fi, etc.), if originating from a mobile hotspot, or if concealed by a VPN (virtual private network).
- Typically, internet service providers (e.g., AT&T) will require a subpoena to disclose the subscriber information associated with an IP address, which can be used to narrow the identity of a tipster; this particular area of technical support is not generally available outside of standard M-F business hours; understand that information you seek often does not come quickly or easily. Additionally, any information obtained from an internet service provider pertains to an adult account holder and not a juvenile. This may require additional resources to connect the adult to a potential juvenile in question for this information to be helpful.
- There are no "reverse-lookup" capabilities for IP addresses.

IP Address/Caller ID Disclosure Criteria

First-person Tips: *Tipster is reporting about themself or about harm they are planning to commit*

- Imminent threat to life or property
- Tipster refuses to self-identify
- Tipster refuses to provide any details that can be used by district / school personnel or law enforcement to identify the tipster.

Third-person Tips: *Tipster is reporting about someone else or about a threat with which the tipster is not involved*

- Information provided is seemingly legitimate and credible
- Upon a thorough investigation, a reasonable person would conclude that the information was deliberately false and provided with the intent to harm or disrupt (i.e., information was provided in bad faith; considered an "abuse of the system")
- Results in a significant expenditure of time and/or resources OR in undue harm to an individual(s)

Changes to this Privacy Policy

We may update this Privacy Policy periodically and without prior notice to you to reflect changes in our information practices. Whenever we update the Policy, we will post new (revised) Privacy Policy within the App or on the Site.

Contact us

If you have any questions about this Privacy Policy or our use of your information collected through the App or the Site, please contact us at anathea.simpkins@sandyhookpromise.org.

Sandy Hook PROMISE

Agreed to by:

[signature]	[signature]
Bixby Public Schools Signature	SHPF Signature
Superintendent	CFO
Title	Title
6/10/2021	8/30/2021
Date	Date

EXHIBIT D SS-ARS Event Types

Below is a list of event types that Tipsters can choose from the dropdown when submitting a tip. When a Crisis Counselor receives, vets, and triages a tip, it is categorized as Life Safety or Non-Life Safety based on the criteria below.

For a tip to be designated by a Crisis Center Crisis Counselor as "Life Safety," the tip must articulate a **threat of substantial bodily harm or death.** ***And*** it must have ***at least one*** of the following characteristics:

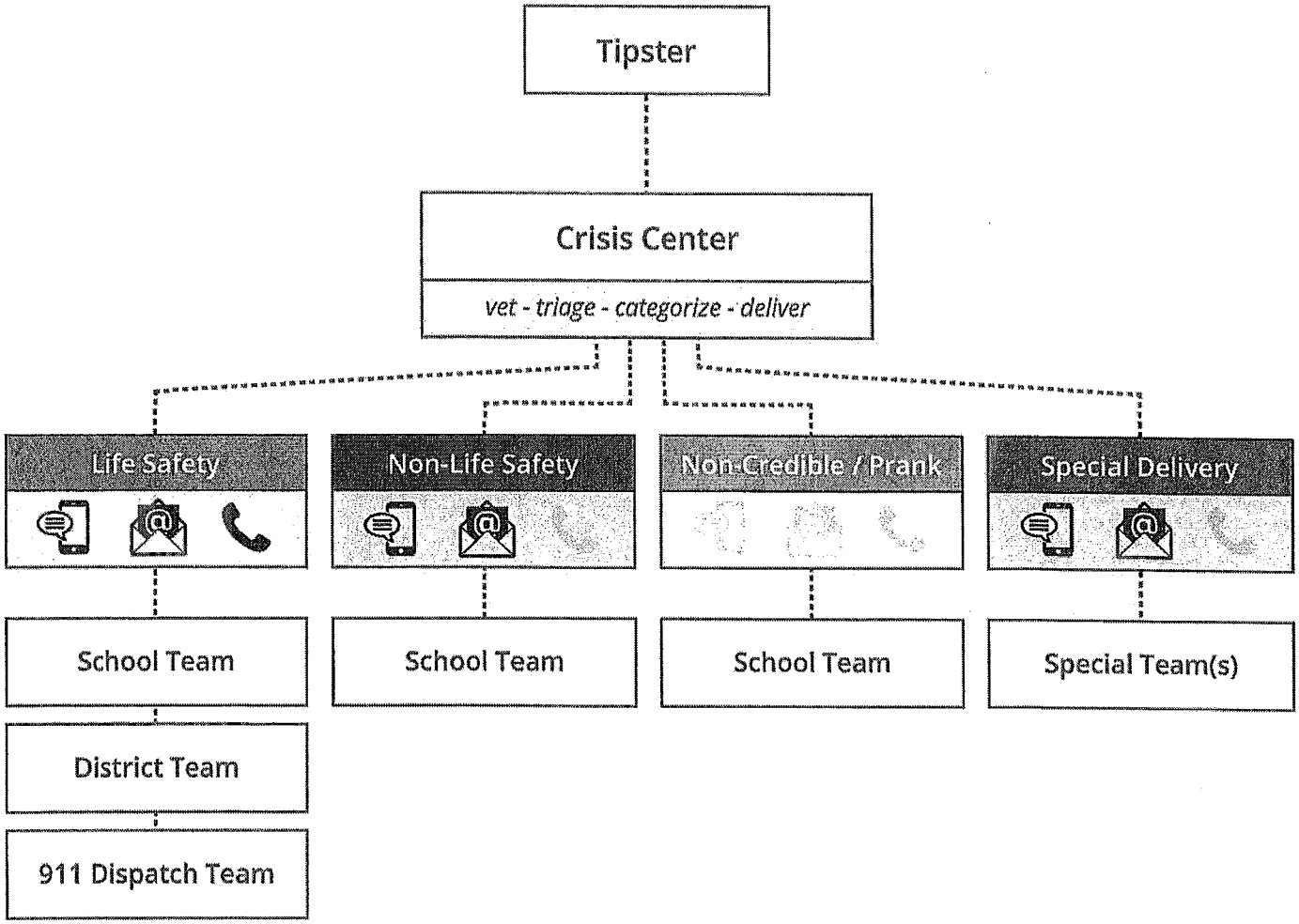
- **Actionability:** enough information is available for a welfare check/intervention to immediately take place
- **Timeliness:** reported concern is imminent, in-progress, or just happened
- **Credibility:** information is clear, consistent, convincing, and supported by evidence
- **Probability:** subject has the means, intent, and opportunity to carry out the threat

Based on their intuition and the totality of the circumstances, Crisis Counselors have the discretion to err on the side of caution and make a Life Safety designation.

Event Types

Anger Issues
Animal Cruelty
Bullying / Cyber Bullying
Concern about an Adult
Cutting / Self-Harm
Depression / Anxiety
Domestic Violence / Child Abuse
Drug Use / Distribution
Eating Disorder
Gang Violence / Activity
Harassment / Intimidation
Hate Crime / Hate Speech
Hazing
Homeless / Runaway Student
Inappropriate Relationship
Intent to Harm Someone
Physical Abuse
Planned Fight / Assault
Planned School Attack
Reckless / Dangerous Behavior
Sexual Assault / Rape
Sexual Exploitation / Abuse
Sexual Harassment
Sharing Inappropriate Photos
Social Isolation / Withdrawal
Substance Abuse
Suicide / Suicide Ideation
Theft
Toxic / Abusive Relationship
Vandalism
Verbal Abuse
Weapon(s)

EXHIBIT E - REPORTING PROCESS AND PROTOCOLS



All Non-Life Safety tips are sent to School Team contacts between the hours of 6:00am and 6:00pm (local time) daily.

16. Contact Us. Please contact us at the following address:

Sandy Hook Promise
PO Box 3489
Newtown, CT 06470

Or contact us by email at Anathea.Simpkins@Sandyhookpromise.org

Agreed to by:

Bixby Public Schools Signature	SHPF Signature
Superintendent	CFO
Title	Title
6/10/2021	8/30/2021
Date	Date

EXHIBIT F

911 Dispatch Training and P3 Use

The SS-ARS model is designed to contact and involve local 911 dispatch in life-threatening situations. However, local 911 is not required to attend training or use the P3 system. SHPF will, however, make SS-ARS training available to all local 911 dispatch centers in accordance with the SS-ARS model. It will also make available the SS-ARS web-based tip management system which provides access to:

- View real-time anonymous dialogue between tipsters and SHPF Crisis Counselors
- View any pictures, videos or evidence attached to a tip
- Dialogue with a tipster if necessary
- Access real-time updates to an evolving situation, potentially providing officer safety information

Bixby Public Schools and SHPF agree and acknowledge that SHPF will not be held liable for any adverse outcome resulting from a local 911 dispatch's refusal to participate in training or use the SS-ARS model or web-based tip management system as intended.

Contact Us. Please contact us at the following address:

Sandy Hook Promise
PO Box 3489
Newtown, CT 06470

Or contact us by email at Anathea.Simpkins@Sandyhookpromise.org

Sandy Hook PROMISE

Agreed to by:

Bixby Public Schools Signature	SHPF Signature
Superintendent	CFO
Title	Title
6/10/2021	8/31/2021
Date	Date

Any questions or concerns should be directed to:

Title:	National Deputy Director, *Say Something* Anonymous Reporting System
Company:	Sandy Hook Promise
Address:	PO Box 3489, Newtown, CT 06470
Telephone:	(718) 288-5849
Email:	Anathea.simpkins@sandyhookpromise.org

Junior Achievement™

JA Finance Park®

2023-2024 Memorandum of Understanding

Between Junior Achievement of Oklahoma, Inc. and:

School District: Bixby Public Schools

School &/or Grade: All 9th grade students enrolled in Personal Financial Literacy

School Administrator: Linda Ricks, 9th Grade Center Principal

The goal of this *Memorandum of Understanding* (MOU) is to insure a successful partnership between Junior Achievement of Oklahoma (JA) and Bixby Public Schools (BIXBY) in the execution of JA Finance Park for all 9th grade students for the 2023-2024 school year. This MOU is designed to outline the responsibility of each partner to ensure maximum benefit to students as well as accountability to the generous donors providing funding for this program to occur.

Terms:

JA Responsibilities:

- Secure funding to provide JA Finance Park (JAFP) classroom curriculum and simulation, focused on financial literacy, for effective student impact and graduation requirement for all 9th grade students enrolled in Personal Financial Literacy during the 2023-2024 school year.
- Guarantee a total of seven (7) days for the Mobile Simulation delivery with four (4) days reserved for fall semester and three (3) days reserved for spring semester for a total of 700 students. Any additional students over this amount will participate in the JAFP Virtual Simulation to fulfill curriculum requirements.
- Provide necessary training to teachers and JA volunteers required to deliver JAFP programming.
- Provide JAFP curriculum alignments to Oklahoma State Standards and Personal Financial Literacy Requirements, as requested.
- Provide on (1) on-site date for JAFP teacher training (if needed). Provide webinar training for those teachers not able to attend.
- Promote partnership with Bixby Public Schools to increase awareness of the successful partnership between each school, area business volunteers, and Junior Achievement
- Assist in targeting volunteer resources for all on-site classrooms participating in the mobile simulation.
- Provide onsite volunteers for four (4) days of the on-site mobile simulation; two (2) days for fall semester and two (2) days for spring semester.
- Communicate with schools and/or district to ensure a successful collaboration and JAFP program delivery.

Bixby Public School Responsibilities:

- Convey Junior Achievement partnership and JA funding investment to all school staff participating.
- Provide volunteers to teach a minimum of three extension activity lessons or volunteer during the virtual simulation to all classes using the Virtual Simulation delivery. Volunteers must meet or exceed JA screening requirements
- Provide volunteers for two (3) days of the Mobile Simulation delivery (approx. 16 volunteers per day); two (2) days in the fall semester and one (1) day in the spring semester. Volunteers must meet or exceed JA screening requirements.
- Communicate any changes in school staff (LOA, etc.) or student participation as they occur.
- Adhere to JA program guidelines for JA Finance Park.

Junior Achievement of Oklahoma, Inc.
Tulsa – Jon Harris JHarris@jaok.org
3947 S. 103 E. Ave., Tulsa, OK 74146 | PO Box 57437, Oklahoma City, OK 73157 | www.jaok.org

Junior Achievement™

JA Finance Park®

- Follow federal and other applicable copyright, trademark and trade secret laws with respect to the JAFP curriculum and related materials. By signing below, Bixby Public Schools and its representatives, including teachers and volunteers, acknowledge the copyrighted nature of the JAFP curriculum, and specifically agree that there shall be no copying, or scanning, or storage, use or dissemination by any other means (in electronic format or otherwise) of JA Finance Park materials without the advance written consent of JA.

- Communicate any changes, issues, or volunteer concerns related to JA Finance Park to JA in a timely manner (problems connecting with JA volunteer, delay of scheduling, etc.).

This MOU will begin *July 1, 2023* and extend through *June 30, 2024.*

Date:	/	Date:	
Shannan Beeler, JA of Oklahoma		**School Administrator**	

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2023-2024 Memorandum of Understanding

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- Communicate any changes, issues, or volunteer concerns related to JA Finance Park to JA in a timely manner (problems connecting with JA volunteer, delay of scheduling, etc.).

This MOU will begin *July 1, 2023* and extend through *June 30, 2024*.

Date:	/	Date:	
Shannan Beeler, JA of Oklahoma		**School Administrator**	

Junior Achievement of Oklahoma, Inc.
Tulsa – Jon Harris JHarris@jaok.org
3947 S. 103 E. Ave., Tulsa, OK 74146 | PO Box 57437, Oklahoma City, OK 73157 | www.jaok.org

turnitin

Expiration date 8/21/2023

Prepared By Robin Gepte
Phone (866) 816-5046 x1220
Email rgepte@turnitin.com

Company Address Turnitin, LLC
2101 Webster St., Suite 1800
Oakland, CA 94612
US

Quote Details

Quote Number Quote-Q-661025-1
Institution Bixby Public Schools

Contact Name Cody Coonce
Phone (918)366-2200
Email ccoonce@bixbyps.org

Bill To Name Bixby Public Schools
Bill To 118 N Armstrong St
Bixby, OK 74008
United States

Quotation

Product	Product Description	Start Date	End Date	Total
Turnitin Originality	Comprehensive protection against copy/paste plagiarism, student collusion, and contract cheating . Includes access to Draft Coach. now with our AI Detection Tool unlimited teachers and 2000 students	8/22/2023	8/21/2024	USD 8,500.00

Sales Tax	
TOTAL	USD 8,500.00

Please Note:
Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.
No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

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On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to Training Terms and Conditions.

GOOGLE @ BPS

Sherry McIntyre <smcintyre@bixbyps.org>

Fwd: Pledge 1898 from United Suburban Schools Association

1 message

Rob Miller <rmiller@bixbyps.org> Tue, May 30, 2023 at 4:41 PM
To: Sherry McIntyre <smcintyre@bixbyps.org>

Hi, Sherry. Will you please add this to the consent agenda for next week?

---------- Forwarded message ---------
From: **United Suburban Schools Association** <quickbooks@notification.intuit.com>
Date: Tue, May 30, 2023 at 4:38 PM
Subject: Pledge 1898 from United Suburban Schools Association
To: <rmiller@bixbyps.org>

PLEDGE 1898

United Suburban
Schools Association

United Suburban Schools Association

DUE 07/31/2023

$1,650.00

Review and pay

Powered by QuickBooks

Rob,

Thank you for your support of USSA

United Suburban Schools Association

PO Box 54553 OKLAHOMA CITY, OK 73154-4553

(580) 761-8257 ussaok@gmail.com www.ussaok.org

If you receive an email that seems fraudulent, please check with the business owner before paying.

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--

Rob Miller
Superintendent
Bixby Public Schools
918.366.2200

Pledge_1898_from_United_Suburban_Schools_Association.pdf
41K

Houghton Mifflin Harcourt

Proposal #008677523

Prepared For

Bixby School District 4

Attention:
Sherri McMillan
smcmillan@bixbyps.org

For the Purchase of:

Amira Suite 1 Year

Prepared By
Gisele Schaefer
gisele.schaefer@hmhco.com

Please submit this proposal with your purchase order.

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

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

Date of Proposal: 4/20/2023

Proposal for

Bixby School District 4

Expiration Date: 8/31/2023

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
	Amira					
	Amira Student Licenses					
1804222	9780358521969 Amira Suite Student License Digital 1 Year Includes: Amira Dyslexia Screener Digital Student Resources 1 Year Amira Oral Reading Fluency Assessment Digital Student Resources 1 Year Amira Practice Digital Student Resources 1 Year Implementation Success	c	$20.00	1,838	$36,760.00	
	Total for Amira Student Licenses		**$36,760.00**			
	Amira Teacher Licenses					
1808249	9780358556589 Amira Suite Teacher License Digital 1 Year Includes: Amira Dyslexia Screener Digital Teacher Resources 1 Year Amira Oral Reading Fluency Assessment Digital Teacher Resources 1 Year Amira Practice Digital Teacher Resources 1 Year Teacher's Corner Elementary License 1 Year		$58.00			101
	Total for Amira Teacher Licenses		**$0.00**			
Total for Amira			**$36,760.00**			

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

Attention:
Sherri McMillan
smcmillan@bixbyps.org

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

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Professional Services- Amira Suite				
		Implementation Success Plan				
1780620	9780358338857	Amira Suite Getting Started Live Online 2-Hour Grades K-5 Grade K-5		2		

This session walks teachers through how to use Amira in their classroom to provide reading fluency assessments and tutoring to strengthen reading skills and confidence.

This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of live sessions and on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH program.

Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.

Total for Professional Services- Amira Suite **$ 0.00**

Date of Proposal: 4/20/2023

Proposal for
Bixby School District 4

Expiration Date: 8/31/2023

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity

Total Savings:	$5,858.00
Subtotal Purchase Amount:	$36,760.00
Shipping & Handling:	$0.00
Total Cost of Proposal (PO Amount):	**$36,760.00**

Please add proper sales tax to your order

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

Attention:
Sherri McMillan
smcmillan@bixbyps.org

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

Proposal for
Bixby School District 4

Total Cost of Proposal (PO Amount): $36,760.00

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

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

Ship to:	**Sold to:**
Bixby School District 4	Bixby School District 4
109 N Armstrong St	109 N Armstrong St
Bixby, OK 74008-4449	Bixby, OK 74008-4449

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

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

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

Date of Proposal: 4/20/2023 **Proposal Expiration Date: 8/31/2023**

Houghton Mifflin Harcourt

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

Attention:
Sherri McMillan
smcmillan@bixbyps.org

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

educators handbook.com

SERVICE AGREEMENT

This agreement ("Agreement") is entered into and effective this **8th** of **May, 2023** (the "Effective Date"), by and between **Bixby Public Schools** located at **109 N. Armstrong Bixby, OK 74008** ("Subscriber") and EducatorsHandbook.com, Inc. located at 2031 Chimney Swift Hollow Tallahassee FL 32312.

1. DESCRIPTION OF SERVICES. EducatorsHandbook.com, Inc. will grant the Subscriber an annual EducatorsHandbook.com Incidents+ license. The license includes account setup and maintenance, system access for teachers and administrators, email-based support, and nightly data backups.

2. FEES AND PAYMENT. The Subscriber agrees to pay EducatorsHandbook.com an annual, non-refundable license fee of **$10,970**. EducatorsHandbook.com shall invoice the Subscriber for the license fee within 30 days of the Effective Date. The license period will begin the Effective Date and will expire on July 31, 2024. Renewals will be billed annually and are payable every August.

3. ACCEPTANCE OF TERMS. The Subscriber has read and agreed to the EducatorsHandbook.com Privacy Policy and Terms of Service, available at:

   https://educatorshandbook.com/#privacy

   https://educatorshandbook.com/#terms

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives as of the Effective Date:

Bixby Public Schools	EducatorsHandbook.com, Inc.
BY: _____ (Authorized Signature)	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
_____ Printed name of Signer	_____ Printed name of Signer

educators handbook.com

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This agreement ("Agreement") is entered into and effective this **8th** of **May, 2023** (the "Effective Date"), by and between **Bixby Public Schools** located at **109 N. Armstrong Bixby, OK 74008** ("Subscriber") and EducatorsHandbook.com, Inc. located at 2031 Chimney Swift Hollow Tallahassee FL 32312.

1. DESCRIPTION OF SERVICES. EducatorsHandbook.com, Inc. will grant the Subscriber an annual EducatorsHandbook.com Incidents+ license. The license includes account setup and maintenance, system access for teachers and administrators, email-based support, and nightly data backups.

2. FEES AND PAYMENT. The Subscriber agrees to pay EducatorsHandbook.com an annual, non-refundable license fee of **$10,970.** EducatorsHandbook.com shall invoice the Subscriber for the license fee within 30 days of the Effective Date. The license period will begin the Effective Date and will expire on July 31, 2024. Renewals will be billed annually and are payable every August.

3. ACCEPTANCE OF TERMS. The Subscriber has read and agreed to the EducatorsHandbook.com Privacy Policy and Terms of Service, available at:

   https://educatorshandbook.com/#privacy

   https://educatorshandbook.com/#terms

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives as of the Effective Date:

Bixby Public Schools	EducatorsHandbook.com, Inc.
BY: _____ (Authorized Signature)	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
_____ Printed name of Signer	_____ Printed name of Signer

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #3873

In accordance with the Common Goal Systems Terms of Service (version 3/2021), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School

District Name:	Bixby Public Schools
Address:	109 N Armstrong Street
City, State, Zip:	Bixby OK 74008
Phone:	9183662200

Services

Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	145	$87.50	$12,687.50
2	Admins	40	$69.73	$2,789.20
3	Report Cards and Grade Export	3400	$2.51	$8,534.00
			Total:	**$24,010.70**

Period

Start Date: 7/1/2023
End Date: 6/30/2024

Payment Terms

Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the Common Goal Systems Terms of Service (version 3/2021).

Name: Rob Miller
Title: Superintendent
Email: rmiller@bixbyps.org
Signature:

Date:

Instructions

1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #3873

In accordance with the Common Goal Systems Terms of Service (version 3/2021), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School

District Name:	Bixby Public Schools
Address:	109 N Armstrong Street
City, State, Zip:	Bixby OK 74008
Phone:	9183662200

Services

Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	145	$87.50	$12,687.50
2	Admins	40	$69.73	$2,789.20
3	Report Cards and Grade Export	3400	$2.51	$8,534.00
			Total:	**$24,010.70**

Period

Start Date: 7/1/2023
End Date: 6/30/2024

Payment Terms

Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the Common Goal Systems Terms of Service (version 3/2021).

Name: Rob Miller
Title: Superintendent
Email: rmiller@bixbyps.org
Signature:

Date:

Instructions

1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com

edpuzzle

PO BOX 446
SAN FRANCISCO, CA 94104-0446
UNITED STATES

Bill To Name	BIXBY	Quote Number	00059092
Bill To	109 NORTH ARMSTRONG ST BIXBY, OK 74008 US	Quote Created	5/31/2023
		Quote Expires	7/24/2023
		Prepared By	Silvia Torres
Contact Name	Cody Coonce	Email	silvia@edpuzzle.com
Email	ccoonce@bixbyps.org		

Product	Period	Line Item Description	Sales Price	Quantity	Discount	Discounted Price	Total Price
Pro District	1 year	Unlimited access to Edpuzzle for all users, district-wide	$17,484.00	1.00	3.48%	$16,875.56	$16,875.56

Subtotal	$17,484.00
Discount	3.48%
Grand Total	$16,875.56

Bixby - Discount applied for renewing customer district.

FAQ's

Does Edpuzzle accept purchase orders?
Yes, we do! This quote can be used to generate a PO. If you need any other information, or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

What payment methods does Edpuzzle accept?
We accept credit card payments, checks, and direct deposits (wire transfers).

Can we use next year's funds this school year?
Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

Terms & Conditions

(1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.

(2) All spots from the license will expire at the end of the term, regardless of effective use or not.

(3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.

(4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (https://edpuzzle.com/terms) and Privacy Policy (https://edpuzzle.com/privacy), which shall rule provision of the service to the customer.

(5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

DocuSign Envelope ID: 09B610B5-C7C5-4797-B6CF-3E5DC87F5423

INSTRUCTURE

Services Order Form

Order #: Q-235316-3
Date: 2022-05-03
Offer Valid Through: 2022-06-16

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

Order Form For Bixby Public Schools

Address: 109 N Armstrong St
City: Bixby
State/Province: Oklahoma
Zip/Postal Code: 74008
Country: United States

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

Billing Contact

Name: Michelle Atkinson
Email: MAtkinson@bixbyps.org
Phone: 918-366-2294

Primary Contact

Name: Jamie Milligan
Email: jmilligan@blxbyps.org
Phone:

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

Year1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-07-01	2023-06-30	User	3,500	USD 8.22	USD 28,770.00
Eligibility Dashboard Maintenance	2022-07-01	2023-06-30	Per Year	1	USD 10,000.00	USD 10,000.00
Recurring Sub-Total						USD 38,770.00
Year 1 Total						USD 38,770.00

Year2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2023-07-01	2024-06-30	User	3,500	USD 8.63	USD 30,205.00
Eligibility Dashboard Maintenance	2023-07-01	2024-06-30	Per Year	1	USD 10,500.00	USD 10,500.00
Recurring Sub-Total						USD 40,705.00
Year 2 Total						USD 40,705.00
					Grand Total:	USD 79,475.00

Metrics and Descriptions:

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

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

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

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

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

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

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

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

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

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

Bixby Public Schools

Signature:	Rob Miller
Name:	Rob Miller
Title:	Supt.
Date:	5/9/2022

Instructure, Inc.

Signature:	DocuSigned by: Jeffrey Ebert 929AB7BE4E93409...
Name:	Jeff Ebert
Title:	Sr. Manager, Deal Desk
Date:	06/01/2022

DocuSign Envelope ID: 09B610B5-C7C5-4797-B6CF-3E5DC87F5423

Statement of Work

INSTRUCTURE

Bixby Public Schools

Eligibility Dashboard - Maintenance, Hosting, and Support Renewal

SUBMITTED BY:

Tyler Wade
March 15, 2022

This Statement of Work ("SOW") is governed by the terms and conditions of the Instructure Professional Services Agreement between the parties.

Summary

Bixby Public Schools ("**Customer**") is engaging Instructure Professional Services ("**Instructure**") to renew an agreement ("Statement of Work Bixby Public School Eligibility Dashboard", executed 10/18/2017) to host, maintain, and support the Eligibility Dashboard ("the **Solution**").

Fees & Billing

Hosting, Maintenance, and Support Costs

DESCRIPTION	START DATE	END DATE	AMOUNT
Year 1	7/1/2022	6/30/2023	$10,000
Year 2	7/1/2023	6/30/2024	$10,500

The first annual maintenance invoice will be prorated to align with Customer's Canvas subscription renewal and will be generated with the invoices for the Customer's Canvas subscription renewal. Invoices are due at net 30 days.

Maintenance and support will be provided at the amounts quoted in the table above, provided Customer retains an active subscription contract with Instructure.

After the period(s) quoted in the table above, the following applies:

- Instructure reserves the right to review and adjust hosting, maintenance, and support costs annually and will provide notice of changes. If no review occurs, maintenance fees will increase by 5% annually.
- Either Instructure or Customer may opt out of continuing maintenance and support by providing written notice 60 days before the Solution-delivery anniversary date. There will be no refunds provided if either party opts out of maintenance and support.

Maintenance & Support

Instructure agrees to provide maintenance and support to the Solution as detailed below. Support request responses will be handled according to the service level in Customer's purchased support package.

INCLUDED	EXCLUDED

• Instructure Support Desk answers Customer's questions.
• Instructure Professional Services prioritizes and fixes bugs reported to Support Desk. Bugs are:
  ○ Features or processes not performing as defined in this SOW, including issues caused by supported browser updates.
  ○ Solution outages.
  ○ User access issues.
• Instructure Professional Services hosts the Solution; includes scheduled tasks and running the custom Solution code.
	• Any modifications to the Solution other than bug fixes, including but not limited to Solution changes to utilize feature enhancements or new features for Instructure's core products.
	• Any modifications to the Solution necessary to support changes to an integrated application.
	  ○ Adding these at Customer request requires a separate SOW.
	  ○ Instructure may opt to apply these changes (at **no charge** to Customer) to meet its business needs and maintain the Solution's functional integrity.

Expiration & Effective Date

This SOW is only valid if signed and returned to Instructure thirty (30) days following the Version date (shown in the footer) of the document ("**Expiration Date**"). Instructure has the right, in its sole discretion, to reject this SOW if it is received after the Expiration Date; acceptance of this SOW after the Expiration Date is subject to Instructure's discretionary review and revision. The Effective Date of this SOW is the date of the last signature below.

—Signature page follows—

Agreed To & Accepted By

Instructure, Inc.

Signature: DocuSigned by: Jeffrey Ebert 929AB7BF4E93409...

By: Jeff Ebert

Title: Sr. Manager, Deal Desk

Date: 06/01/2022

Address:

6330 S 3000 E
Suite 700
Salt Lake City, UT 84121

Bixby Public Schools

Signature:

By: Rob Miller

Title: Supt

Date: 5/12/2022

Address: 109 N Armstrong
Bixby, OK 74008

ORDER FORM

QUOTE # Q-145557
DATE 5/25/2021
EXPIRATION DATE 6/27/2021

Bill To
Bixby Public Schools
109 N Armstrong St
Bixby, Oklahoma 74008
United States

Ship To
Cheryl Wilkinson
Bixby Public Schools
109 N Armstrong St
Bixby, Oklahoma 74008-4449
United States
9183662222
cwilkinson@bixbyps.org

GoGuardian
Liminex, Inc. dba GoGuardian
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in GoGuardian's products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and the organization listed below ("**Organization**," "**you**" or "**your**"), and together with GoGuardian's Product Terms of Service and End User License Agreement available at www.goguardian.com/eula.html (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. GoGuardian does not agree to any other terms, including without limitation any terms on your Organization's purchase order.

QTY	PART #	DESCRIPTION	Start Date	End Date	Rate	Extended
6,600	GG-STW3Y-001500	GoGuardian Suite with Beacon 24/7	7/1/2021	6/30/2024	$15.89	$104,874.00
					TOTAL (USD):	$104,874.00

Additional Notes:
Year 1- $34,958 (license dates 7/1/2021 thru 6/30/2022)
Year 2- $34,958 (license dates 7/1/2022 thru 6/30/2023)
Year 3 - $34,958 (license dates 7/1/2023 thru 6/30/2024)

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

Installment Payments. Your School has elected installment payments of the Base Subscription Fee, so each annual installment fee is equal to the Base Subscription Fees divided by the number of years in the Initial Term ("Annual Installment Fee").

PAYMENT

Full payment of the first Annual Installment Fee of the Total Base Subscription Fees for the Initial Term is required before access to the Subscription is provided for the Initial Term. Subsequent Annual Installment Fees shall be paid in advance of the next year for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your Organization is responsible for all taxes and duties unless expressly included in this Order Form.

Accepted By :

ORDER FORM

QUOTE #	Q-145557
DATE	5/25/2021
EXPIRATION DATE	6/27/2021

OKTLE

Oklahoma Teacher & Leader Effectiveness

Please mail a signed copy of this document to:

OKTLE
2801 N. Lincoln Blvd., Suite 226
Oklahoma City, OK 73105

or

Scan and Email to info@OKTLE.com

or

Fax to: 405-495-2610

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), dated as of _____, 2023, is made and entered into by and between **EMPLOYEE EVALUATION SYSTEMS, INC. ("EES"),** whose notice address is 2801 N. Lincoln Blvd., suite 226, Oklahoma City, Oklahoma 73105, and **SCHOOL DISTRICT NO. _____ OF _____COUNTY, OKLAHOMA, a/k/a _____ PUBLIC SCHOOLS ("District").**

RECITALS:

A. EES has developed a web application known as OKTLE for use with the teacher evaluation framework known as the Tulsa TLE Observation and Evaluation System. EES has developed a web application known as SEES for use in support employee evaluation. EES has also developed a web application for use with the McREL principal/leader evaluation system.

B. EES and the District desire to license the use of EES's OKTLE, SEES, and/or McREL web-based Systems to the District for use in teacher, support employee and/or principal/leader evaluations for the 2023-2024 school year and thereafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EES and District agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, EES hereby grants to District a non-exclusive, non-transferable license to use the OKTLE, SEES, and/or McREL web-based Systems (the "License").

2. **Term**. The term of this Agreement shall be for one year, beginning July 1, 2023 and ending June 30, 2024.

3. **Support, Training and Services**. District's license of the OKTLE, SEES, and/or McREL web-based Systems includes online access to the web-based teacher, support employee and principal/leader evaluation systems, online users guides, unlimited technical support, reports of observation and evaluation data, and training related to the operation of the web-based systems. State mandated training for evaluators on the Tulsa TLE Observation and Evaluation System or McREL principal/leader system is not included with this license, and may be obtained from the State or State licensed vendors according to the requirements of the Oklahoma State Department of Education.

4. **License Fee**.

OKTLE – Teacher Evaluation

$27.50 per teacher
$24.75 per teacher for members of OROS, ORES or USSA
For the 2023-2024 school year, the District will have
_____ teachers
X _____ per teacher

OKTLE TOTAL _____

McRel – Leader Evaluation

~~$200.00 per Leader/Principal~~
$160.00 per Leader/Principal for OKTLE districts
For the 2023-2024 school year, the District will have
_____ Leaders/Principals,
X $160.00 per Leader/Principal

McREL TOTAL _____

SEES - Support Employee Evaluation

~~$20.00 per employee~~
$16.00 per employee for OKTLE districts
For the 2023-2024 school year, the District will have
_____ support employees
X $16.00 per employee

SEES TOTAL _____

TOTAL 2023-2024 SCHOOL YEAR COST _____

5. **Release by District**. District, in consideration for the grant of the License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby releases EES, its officers, agents and employees, from any and all liability or expense, including, without limitation, reasonable attorneys' fees, expenses, costs, judgments, settlements, or other costs to the extent arising out of or relating to (1) District's use, misuse or modification of the OKTLE, SEES, and/or McREL web-based Systems; or (2) District's failure to use corrections or enhancements to the OKTLE, SEES, and/or McREL web-based Systems provided to District by EES.

6. **District's Remedies**. District's exclusive remedy hereunder is termination of this Agreement.

7. **Limitation of Liability**. To the maximum extent permitted by law, under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages arising from this agreement or the breach hereof.

8. **Miscellaneous**.

(a) **Entire Agreement**. This Agreement constitutes the entire agreement of the parties relative to the licensing of use of the OKTLE, SEES, and/or McREL web-based Systems and supersedes all oral or written proposals or understandings concerning such subject matter. This Agreement may be modified only pursuant to a writing executed by both parties.

(b) **Severability**. If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted and the remaining portions of this Agreement shall remain in full force and effect.

(c) **Survivability**. The obligations set forth herein shall survive any termination of this Agreement.

(d) **Waiver**. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed to have been made unless such waiver or consent shall be in writing signed by the party against whom the waiver or consent is asserted. The waiver of one breach or default or any delay in exercising any rights under this Agreement shall not constitute a waiver of any subsequent breach or default.

(e) **Construction**. Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. No rule of construction requiring interpretation against the drafting party shall be applied or given effect.

(f) **Intellectual Property**. District shall cooperate fully with EES in the maintenance and protection by EES of any rights or interests of EES in the OKTLE, SEES, and/or McREL web-based Systems or other intellectual property or interests therein that are the subject matter of this License.

IN WITNESS WHEREOF, EES and District have executed this Agreement as of the _____ day of _____, 2023.

EMPLOYEE EVALUATION SYSTEMS, INC.

By: _____
President

"EES"

INDEPENDENT SCHOOL DISTRICT NO. ___
OF _____COUNTY, OKLAHOMA,
a/k/a _____PUBLIC SCHOOLS

By: _____
For the District

"DISTRICT"

OKTLE

Oklahoma Teacher & Leader Effectiveness

Please mail a signed copy of this document to:

OKTLE
2801 N. Lincoln Blvd., Suite 226
Oklahoma City, OK 73105

or

Scan and Email to info@OKTLE.com

or

Fax to: 405-495-2610

LICENSE AGREEMENT

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RECITALS:

A. EES has developed a web application known as OKTLE for use with the teacher evaluation framework known as the Tulsa TLE Observation and Evaluation System. EES has developed a web application known as SEES for use in support employee evaluation. EES has also developed a web application for use with the McREL principal/leader evaluation system.

B. EES and the District desire to license the use of EES's OKTLE, SEES, and/or McREL web-based Systems to the District for use in teacher, support employee and/or principal/leader evaluations for the 2023-2024 school year and thereafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EES and District agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, EES hereby grants to District a non-exclusive, non-transferable license to use the OKTLE, SEES, and/or McREL web-based Systems (the "License").

2. **Term**. The term of this Agreement shall be for one year, beginning July 1, 2023 and ending June 30, 2024.

3. **Support, Training and Services**. District's license of the OKTLE, SEES, and/or McREL web-based Systems includes online access to the web-based teacher, support employee and principal/leader evaluation systems, online users guides, unlimited technical support, reports of observation and evaluation data, and training related to the operation of the web-based systems. State mandated training for evaluators on the Tulsa TLE Observation and Evaluation System or McREL principal/leader system is not included with this license, and may be obtained from the State or State licensed vendors according to the requirements of the Oklahoma State Department of Education.

4. **License Fee**.

OKTLE – Teacher Evaluation
$27.50 per teacher
$24.75 per teacher for members of OROS, ORES or USSA
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X _____ per teacher

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~~$200.00 per Leader/Principal~~
$160.00 per Leader/Principal for OKTLE districts
For the 2023-2024 school year, the District will have
_____ Leaders/Principals,
X $160.00 per Leader/Principal

McREL TOTAL _____

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~~$20.00 per employee~~
$16.00 per employee for OKTLE districts
For the 2023-2024 school year, the District will have
_____ support employees
X $16.00 per employee

SEES TOTAL _____

TOTAL 2023-2024 SCHOOL YEAR COST _____

5. **Release by District**. District, in consideration for the grant of the License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby releases EES, its officers, agents and employees, from any and all liability or expense, including, without limitation, reasonable attorneys' fees, expenses, costs, judgments, settlements, or other costs to the extent arising out of or relating to (1) District's use, misuse or modification of the OKTLE, SEES, and/or McREL web-based Systems; or (2) District's failure to use corrections or enhancements to the OKTLE, SEES, and/or McREL web-based Systems provided to District by EES.

6. **District's Remedies**. District's exclusive remedy hereunder is termination of this Agreement.

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8. **Miscellaneous**.

(a) **Entire Agreement**. This Agreement constitutes the entire agreement of the parties relative to the licensing of use of the OKTLE, SEES, and/or McREL web-based Systems and supersedes all oral or written proposals or understandings concerning such subject matter. This Agreement may be modified only pursuant to a writing executed by both parties.

(b) **Severability**. If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted and the remaining portions of this Agreement shall remain in full force and effect.

(c) **Survivability**. The obligations set forth herein shall survive any termination of this Agreement.

(d) **Waiver**. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed to have been made unless such waiver or consent shall be in writing signed by the party against whom the waiver or consent is asserted. The waiver of one breach or default or any delay in exercising any rights under this Agreement shall not constitute a waiver of any subsequent breach or default.

(e) **Construction**. Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. No rule of construction requiring interpretation against the drafting party shall be applied or given effect.

(f) **Intellectual Property**. District shall cooperate fully with EES in the maintenance and protection by EES of any rights or interests of EES in the OKTLE, SEES, and/or McREL web-based Systems or other intellectual property or interests therein that are the subject matter of this License.

IN WITNESS WHEREOF, EES and District have executed this Agreement as of the _____ day of _____, 2023.

EMPLOYEE EVALUATION SYSTEMS, INC.

By: _____
President

"EES"

INDEPENDENT SCHOOL DISTRICT NO. ___
OF _____COUNTY, OKLAHOMA,
a/k/a _____PUBLIC SCHOOLS

By: _____
For the District

"DISTRICT"

AGREEMENT BETWEEN THE TULSA CITY-COUNTY HEALTH DEPARTMENT AND BIXBY PUBLIC SCHOOLS SCHOOL HEALTH PROGRAM

This Agreement ("Agreement") is entered into between the Tulsa City-County Health Department, a political subdivision of the State of Oklahoma, referred to herein as "TCCHD," and Bixby Public Schools, a political subdivision of the State of Oklahoma, referred to herein as "School."

1. **Agreement Purpose**. The purpose of the Agreement is to implement the "School Health Program," referred to herein as "Program," in an elementary and intermediate school for the comprehensive school health program. The Program is for Pre-Kindergarten through grade 6 elementary school students to improve overall health and academic achievement of Tulsa County school-aged children in collaboration with students, parents, schools, and the community by aligning learning and health through comprehensive nutrition and health education. TCCHD will also provide technical assistance and/or professional development trainings to other schools in the district to offer information on health promotion and wellness as it relates to the Whole School, Whole Community, Whole Child Model.

2. **Agreement Term**. The Agreement will be performed commencing on July 1, 2023 and ending June 30, 2024.

3. **Program Goals**.

   a. Program goals include:

      i. Help students recognize and implement healthy eating patterns in their lifestyles while training parents and school personnel to support the students
      ii. Help students engage in regular physical activity; and
      iii. Improve school attendance and performance and reduce behavioral referrals to the office.

4. **Positions Funded, Assigned**. Subject to receipt of funding, TCCHD will fully fund and provide a School Health Manager, Health Education and Promotion Specialists, and/or additional support staff, who will be employees of TCCHD.

   a. The aforementioned employees will work in all of the elementary schools in the district under the supervision of the schools' principals and TCCHD and, will work with the schools to adopt an appropriate schedule.
   b. Other health professionals, some employed by TCCHD or interns, anticipated to aid in implementation of the Program include dietitians, child development specialists, psychologists, OU nursing students and outreach staff.
   c. The parties acknowledge that the Program, as implemented at each school, may look different due to varying allocations of resources and needs as identified by school principals and staff.
   d. In addition to funding the Health Education and Promotion Specialist, TCCHD will also provide program curriculum, program incentives and any other necessary program components.
   e. Expanded learning resources and programming are available if requested.

f. Staff can provide professional development trainings on various topics such as: Action Based Learning, Teambuilding, Physical Education, Nutrition, Whole School, Whole Community, Whole Child (WSCC) model and/or other health education topics as requested.

5. **Supervision, Ultimate Control over Positions**. Program activities for which the Health Education and Promotion Specialist are responsible for will be coordinated through each school's administration. Program components, including handouts, incentives and presentation materials will be subject to the review and approval of the school.

a. The Program is based upon the Center for Disease Control's Whole School, Whole Community, Whole Child Model with ten areas of focus including health education, physical education and physical activity, nutrition environment and services, health services, social and emotional climate, counseling, psychological and social services, physical environment, employee wellness, family engagement and community involvement.

i. Program development for the nutrition and healthy eating component will be coordinated with the Child Nutrition department at the district.
ii. The Health Services component of the Program is designed to ensure access or referral to primary health care services.
iii. Provide community resources to address referrals to improve the mental, emotional, and social health of students and families.

iv. The Health Education component addresses the physical, mental, emotional and social dimensions of health (*i.e.* Life Skills, nutrition, oral health, and fitness information).
v. To address the Family Engagement/Community Involvement component, the Program follows an integrated school, parent and community approach for enhancing the health and well-being of students.
vi. School Health can participate in parent outreach events where the aforementioned components will be covered so the students can be supported and encouraged at home and throughout the school day, one which may be Literacy and Math nights at the schools throughout the year. The schedule is based on a first come, first served basis.
vii. As mentioned previously, various community members, members of the mandated Healthy & Fit Advisory Committee and members of the TCCHD will assist in various aspects of program planning and implementation. Community partners that are involved in school events are subject to approval by the School.
viii. Employee wellness will be offered with opportunities to participate in the program to improve their health as well
ix. The ancillary services of the Program include a variety of services that address the physical, emotional and social conditions that affect the well-being of the students and staff.
x. The School Health Program will be taking photographs and videos for use on its website, social media and presentations to give its audience a visual representation of the School Health Program. Parental consent includes permission to use photographs and video clips of students.
xi. If the School Health Program assists school in the development and implementation of an Action Based Learning Lab, School agrees to share unidentified student data with TCCHD.

b. The Health Education and Promotion Specialist will be indirectly supervised by the principals of the elementary schools participating in the extended Program, but subject to the supervision by and reporting to, along with ultimate direction and control of TCCHD's School Health Manager, in the event of conflicting directions.

i. TCCHD and School will collaboratively identify additional community resources to enhance the Program and will be represented jointly in publications.

6. **Responsibilities of School**.

a. TCCHD is available to participate in meetings or programming that have a direct impact on program offerings.
b. The School Health Program requires each school within the District wishing to partner to complete a School Health Readiness Assessment. School agrees to accomplish this between May 1 and August 18 of each year.
c. School agrees to provide adequate work space for the Program to work independently and as deemed appropriate and similar to other school personnel
d. Schools will agree to provide aggregate data on test scores, absenteeism rates, behavioral referrals or any other appropriate data to be used for overall evaluation of the Program.

7. **Contact Persons**.

   a. Designated contact persons for TCCHD include:

      Charley Daniel
      School Health Manager, School Health Program
      Tulsa City-County Health Department
      5635 North Martin Luther King, Jr. Blvd.
      Tulsa, OK 74126
      Tele: 918/595-4084

   b. Designated contact persons for Bixby Public Schools will be the principal at each School.

8. **Evaluation of Program**. Evaluation of Program by TCCHD Health Data & Policy, as requested and as appropriate. School agrees to cooperate with TCCHD by making staff and information available as needed to attain a meaningful evaluation of Program. Evaluation of the Program will be conducted in cooperation with the District. Cross sharing of the data will be accomplished through reporting and publications of the findings. Schools will agree to share Fitness Gram, STAR, other related test scores, and/or data collected from the Action Based Learning (ABL) with TCCHD. Refer to 5a (xii) and 6e above.

9. **Amendments**. Any modifications or amendments to this Agreement shall be in writing, dated and executed by both parties.

10. **Non-Discrimination**. The parties agree to the extent applicable to comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, Executive Order 11141, and as supplemented in Department of Labor Regulations (CFR Part 60) certifies that all services are provided without discrimination on the basis of race, color, national origin, creed, sexual orientation, political affiliation, age, sex, ability to pay or handicap. In addition, the parties certify compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug Free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78, and the Single Audit Act of 1984; as applicable.

11. **Relation of the Parties**. It is the express intention of the parties hereto that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The parties shall be responsible for acts and omissions to act of their respective officers and employees while

acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act.

12. **Confidentiality of Protected Health Information ("PHI")**. Both parties agree to abide by the applicable provisions of the Health Insurance Portability and Accountability Act of 1990 ("HIPAA") requirements to:
    - not use or further disclose PHI except as permitted in this Agreement or as required by law, and in such cases, disclose only the minimum necessary;
    - protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored;
    - use appropriate safeguards to prevent use or disclosure of PHI, unless required by law;
    - make PHI needed for evaluations and treatments available to Provider; and
    - except as otherwise limited in this Agreement, allow Provider to use or disclose PHI to perform the functions, activities and services for or on behalf of the District as specified in this Agreement, provided that such use or disclosure would not violate HIPAA provisions.

BIXBY PUBLIC SCHOOLS

By:_____ Date:_____
Rob Miller, Superintendent

BIXBY BOARD OF EDUCATION

By:_____ Date: _____
Board Clerk

TULSA CITY-COUNTY HEALTH DEPARTMENT

By: Marcus Anderson 2023.03.24 14:49:13 -05'00' Date: 3/24/23
Marcus Anderson, Associate Director of Maternal and Child Health
Tulsa City-County Health Department

Approved As To Form:

By: 2023.03.24 14:35:31 -05'00'
Chanteau Orr, Legal Counsel
Tulsa City-County Health Department

Health Education & Promotion Specialist *1273*

GRADE: 12
OFFICE: MATERNAL & CHILD HEALTH
School Health/It's All About Kids (IAK)

POSITION SUMMARY:

Primarily responsible for guiding schools in the implementation of the Whole School, Whole Community, Whole Child (WSCC) model and developing, presenting and providing programs and interventions that promote school health and wellbeing to schools, staff, students, parents and community members.

PRINCIPAL DUTIES/RESPONSIBILITIES:

The following functions represent the majority of the duties and responsibilities of this position. All employees must maintain a commitment to the THD's mission, vision and strategic goals. This summary is not meant to be all-inclusive or prevent other duties from being assigned when necessary.

ESSENTIAL JOB FUNCTIONS (95% of Time):

1. Secures information or materials needed to present educational programs; prepares lesson plans, presentations, and skills-based activities on health-related topics; and operates audio/visual equipment in presentation of educational programs, as needed.
2. Promotes Tulsa Health Department's programs to individuals in Tulsa County schools and works with existing Health Department programs to promote health and education in schools.
3. Provides support to other School Health staff in preparation and presentation of programs.
4. Assists in implementation of the 10 Whole School, Whole Community, Whole Child (WSCC) components of the School Health program.
5. Participates in before school, evening and weekend events including: Assemblies, School Functions, Community Health Fairs, Community Events, Coalition Meetings, etc.
6. Plan, develop and implement prevention programs that include teachers, administrators, parents and students.
7. Coordinates the scheduling of WSCC components among the various school sites within all partnering school districts offering the School Health program, while keeping the School Health Manager informed of any concerns/problems.
8. Collaborates with school staff to develop effective prevention programming for students in an individual or group setting.
9. Provides professional development training for teachers and staff in Tulsa County (i.e., Incorporating Movement into Core Curriculum, WSCC Model Implementation, Physical Education, Action Based Learning, Nutrition Education, etc.).
10. Recruits and sustains Expanded Learning programs. This will include finding new sites each year, facilitating and/or training the staff at each site, assisting in collecting data, and performing observations.
11. Offers support or guidance in administering group-standardized tests, such as Fitness Gram, in accordance with district testing program, as appropriate.
12. Assists in skills-based health education curriculum development as needed for the School Health program.
13. Maintains professional competence through in-service education activities provided by the district and self-selected professional growth activities.

14. Coordinates specific collection of program data to support the evaluation of the School Health program.
15. Participates in school committees such as the Healthy and Fit Advisory Committee or Safe and Healthy Schools to offer resources for WSCC components.
16. Completes required training in support of duties and responsibilities of this position.
17. Other duties as assigned including those required to fulfill activities in support of public health emergency operations.

SECONDARY JOB FUNCTIONS (NON-ESSENTIAL – 5% of Time)

1. Assists and/or coordinates IAK School Health programming with other divisions.
2. Develops/designs educational materials and programs; and assists in design and production of professional and lay materials, such as posters, exhibits, leaflets, publications, and multimedia presentations.

QUALIFICATIONS / SPECIFICATIONS:

Education: Baccalaureate degree in health education and promotion, education, child development, nutritional science, dietetics, public health or a related field is required. Current certification as a Certified Health Education Specialist through the National Commission for Health Education Credentialing, Inc. is preferred.

Experience: Experience in education, public speaking, program development, curriculum development, and communication skills preferred.

Knowledge & Skills:

- Communicate effectively orally and in writing with diverse populations and age groups.
- Public speaking, including radio/television interviews.
- Public relations for promotion of the Tulsa Health Department and its programs to schools and the community.

Licenses: Valid Oklahoma driver's license and reliable transportation.

INTERNAL AND EXTERNAL WORKING RELATIONSHIPS:

- Internal contact with associate director, supervisors, and employees concerning School Health programming.
- External contact with the public to give health information or make referrals.

PHYSICAL EFFORT:

- Reaching above shoulder height to adjust video equipment and reach supplies, stooping, and lifting boxes of materials weighing up to 30 pounds.
- Must be able to stand for an extended period of time (60 minutes) in order to teach in various classroom settings.
- Must be able to perform basic motor movements such as walking from vehicle to building and occasionally climbing stairs.

SUPERVISORY RESPONSIBILITY / ACCOUNTABILITY:

Direct Supervision – None.
Indirect Supervision – None.
Budget/Money/Material – Responsible for assigned equipment.
Reports to – School Health Manager or Supervisor.

WORKING CONDITIONS: No unusual working conditions.

SPECIAL REQUIREMENTS:

- Must maintain THD record confidentiality according to HIPAA regulations.
- Must possess ability and willingness to perform work-related travel.
- Must be available for occasional work outside of the normal office hours including mornings, evenings and weekends.

FLSA Status: Exempt

MEMORANDUM OF UNDERSTANDING
between
Bixby Public Schools
and
YMCA of Greater Tulsa and the Bixby Daily Family YMCA, GO Club

This **MEMORANDUM OF UNDERSTANDING** is hereby made and entered into by and Between **Bixby Public Schools Bixby, Oklahoma,** hereinafter referred to as "the District" , and **YMCA of Greater Tulsa,** hereinafter referred to as " YMCA" .

I. PURPOSE

The purpose of this agreement is to provide an out-of-school-time program for students. GO Club offers activities that encourage children to be fit and healthy for life. A YMCA professional will teach games and activities that are centered on physical fitness. In addition, teamwork, nutrition, and tutoring will be integrated into the program daily.

The staff will utilize the CATCH Kids Club (CKC) after-school curriculum in conjunction with the YMCA of Greater Tulsa after school model GO Club curriculum. CATCH Kids Club uses a coordinated approach to help children adopt healthy dietary and physical activity behaviors by positively changing the health environments of recreation programs, schools and homes.

II. MUTUAL BENEFITS AND INTERESTS

Benefits to the District include better health for its students, and in turn better attendance and engagement in learning about healthy lifestyles and 21st century skills.

Benefits to YMCA include fulfillment of their corporate mission by providing outreach to students through lessons that include self-esteem, nutrition, education, physical activity, and positive attitude.

III. WORKING AGREEMENT

A. YMCA will:

1. Provide all labor, equipment, supplies, and other materials necessary for the performance of the program.
2. Provide contracts with partners working with the program, subject to the approval of Bixby Public Schools.
3. Provide all Bixby Public School Staff and Administration who have a child enrolled in the GO Club program with a 20% discount off the total monthly price.
4. **Payment**. The YMCA will pay the District the sum of $ 10.00 **per site** per month as a usage fee for the facilities. Payments shall be due in full on **June 1, 2024** for the preceding academic year for the following months: September, October, November, December, January, February, March, April, and May.

B. The District will:

1. Provide adequate space for the program at each site.
2. Provide janitorial services for the spaces provided.
3. Provide the YMCA with updated Building Fire Inspections for the respective program locations every 2 years to align with DHS guidelines.

IV. PRIVACY AND SECURITY

A. Recognizing the District's interest in providing the most secure environment possible for its students, the YMCA agrees it will act under this Memorandum in compliance with 70 O.S §6-101.48. Specifically:

1. YMCA will not permit any person under its authority, whether employee or volunteer, from coming on to school premises for any activity covered by this Memorandum if that person is currently registered or required to register under the Oklahoma Sex Offenders Registration Act, or the Mary Rippy Violent Crime Offenders Registration Act; and

2. YMCA agrees that where work is to be performed by a company employee which would otherwise be performed by a school employee on a full-time or part-time basis, the company shall not permit any person(s) from performing work on school premises if said person(s) has been convicted in this state, the United States, or another state of a felony offense unless then (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the offense.

B. YMCA's agreement to and acceptance of this Memorandum as evidence by the signature(s) below serves as YMCA's statement of compliance with the requirements of paragraph A of this section, as required by 70 O.S. Section 6-101.48(B).

C. YMCA agrees to require persons under its authority to register through the District's visitor tracking system and clearly display the printed visitor badge while performing activities described in this Memorandum on school premises.

D. YMCA agrees to protect the privacy of student information and educational records in accordance with the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA).

1. A student's social security number or student identification number, race/ethnicity, citizenship, nationality, gender, grades, or class schedule is always protected information which should solely be used internally and even then only when essential and among authorized individuals, and which should never be shared with any third party.

2. Other records that are directly related to a student or students are also considered educational records that are protected under FERPA. These can be items that contain a student's name, or several students' names, or information from which an individual student or students can be personally (individually) identified. Educational records include files, documents and materials in whatever medium (handwriting, print, monitor screen, tapes, disks, film, microfilm, microfiche or notes) that

contain information directly related to students and from which students can be personally identified. No educational record should ever be shared with a third party without expressed written permission from the parent or guardian (if the student is under the age of 18), or the student (if the student is age 18 or older).

3. YMCA agrees that no one under its authority shall gather, release, or make public in any way any information related to or that could lead to identification of a student. This includes taking photographs, making recordings (video and/or sound) collecting student's written or oral statements, or using records made in connection with the activities that are the subject of this Memorandum. The only exception is where written permission for gathering, releasing, or otherwise using the types of information described in this paragraph is obtained from the parent (if the student is under the age of 18), or the student (if the student is age 18 or older).

E. YMCA and the District agree that their employees and volunteers under their authority will conduct themselves in a professional and ethical manner and in accordance with District policies and procedures.

V. LIABILITY AND INDEMNIFICATION

YMCA agrees to defend, save, indemnify, and hold the District harmless from any alleged claims, claims, demands, causes of action, liability, loss, damages, and/or injury arising out of or incident to any acts, omissions, negligence, or willful misconduct of YMCA's personnel, employees, agents, contractors, or volunteers in connection with the performance of the activities described in this Memorandum.

VI. INSURANCE

During the term of this Agreement, the YMCA will carry and maintain in full force a policy of commercial general liability insurance in such amounts and with a company or companies acceptable to the District. Before beginning performance of the Services under this Agreement, the YMCA shall provide the District with a certificate evidencing the existence of a policy of insurance naming the YMCA as the insured and the District as an additional insured in a minimum amount of $50,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident, or occurrence, $125,000 to any claimant for personal injury or death arising out of a single act, accident or occurrence and $1,000,000 for any number of claims arising out of a single occurrence or accident. The insurance coverage shall not be subject to any deductible or retention. The Certificate of Insurance shall provide that the insurance earner will give the District ten (10) days written notice prior to any cancellation of the insurance coverage for any reason, including non-payment of the premium. In the event the insurance is cancelled or permitted to lapse, the District shall have the right to cancel this agreement without prior notice. The YMCA further agrees to furnish the District with evidence of workers compensation coverage and unemployment insurance to the extent required by Oklahoma law. The YMCA insurance shall, in all events, be primary over the District's insurance.

VII. COMPLIANCE WITH LAW

The YMCA will obtain all the permits/licenses required to conduct the program described in this Agreement and will comply with all applicable workers compensation, employers liability and other federal, state, county and municipal laws, ordinances, rules and regulations. Without limiting the generality of the foregoing provision, the YMCA will comply with all workplace safety rules and hazard communications promulgated under the Occupational Health and Safety Act by the Occupational Health and Safety Administration ("OSHA") including, but not limited to, regulations governing employee training and the maintenance of material safety data sheets on any hazardous chemicals used in the performance of the Services or to which any employee maybe exposed while on the job.

VIII. SIGNMENT

This agreement may not be assigned by the YMCA with the District's prior written consent.

IX. POINTS OF CONTACT

The principal address for Bixby Public Schools is 109 N. Armstrong, Bixby, Oklahoma 74008.
The principal address for the YMCA is 5400 S. Olympia Ave. Tulsa, OK 74107

Primary contact person for Bixby Public Schools:

Rob Miller, Superintendent of Schools
109 N. Armstrong
Bixby, OK 74008
918.366.2200
rmiller@bixbyps.org

Primary contact person for the YMCA:

Matt Hancock, COO
5400 S. Olympia Ave.
Tulsa, OK 74107
918.728.3987
mhancock@ymcatulsa.org

X. GENERAL

A. YMCA agrees that the activities it undertakes under this Memorandum are not intended to provide services to the District and that it will not seek compensation from the District in connection with its participation in these activities.

B. YMCA agrees that it will not claim or imply that the District endorses the sale or purchase of its services. This Memorandum in no way restricts either party from participating in any activity with other public or private agencies, organizations, or individuals.

C. Nothing in this Memorandum authorizes or is intended to obligate the District to expend, exchange, or reimburse funds, services, or supplies, or transfer anything else of value.

E. All agreements within this Memorandum are subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements of the State of Oklahoma and Tulsa County.

F. This Memorandum takes effect on August 1, 2023, or on execution and approval by the District Board of Education of the District, whichever occurs last, and ends on May 31, 2024. Renewal of this agreement requires the proper execution of a new agreement by the District Board of Education. Either party may cancel this agreement on thirty (30) days' notice to the other party, in writing, by certified mail or personal delivery.

G. EMPLOYEE BACKGROUND CHECK: The YMCA hereby certifies to the District that the YMCA has caused an investigation into the criminal background of each employee assigned to provide Services on District premises. On the basis of this investigation, the YMCA represents and warrants to the District that no employee providing Services on District premises during or after normal school hours and YMCA program hours has been convicted in this state, the United States, or another state of (i) any sex offense subject to the Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act in this state or similar law of another state, or the Federal Sex Offender Registration Provision; or (ii) any unpardoned felony offense within the last 10 years.

XI. TIMES AND LOCATIONS

A. The YMCA will provide care for all calendar school days in session for the 2023-2024 academic year.

East Elementary & East Intermediate: Days school is in session at agreed upon times. Location: Gymnasium, Cafeteria, Elementary Playground, West Dressing Room

North Elementary: Days school is in session at agreed upon times. Location: Room 112, Room 118, Room 123, Cafeteria, and Playground

Central Elementary: Days school is in session at agreed upon times. Location: Commons, Gymnasium, Playground, and N122

West Elementary & West Intermediate: Days school is in session at agreed upon times. Location: Cafeteria, Elementary Gymnasium, Playground

Both the District and YMCA agree to the above Memorandum.
Witnessed:

BIXBY PUBLIC SCHOOLS	**YMCA**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

CommunityCare™
Employee Assistance Program

May 8, 2023

Bixby Public Schools
Attn: Rob Miller
109 N Armstrong
Bixby, OK 74008

Dear Mr. Miller

We are pleased that you have selected the CommunityCare Employee Assistance Program provided by CommunityCare HMO, Inc. ("EAP") as your provider of EAP services for 07/01/2023 - 06/30/2024 It is our goal to provide a quality EAP to you and your employees. Please accept this contract for your review, and sign and return. After receiving the contract, our office will sign it and then contact you to set up the integration of EAP with your company and present your copy to you.

If you have any additional questions, please call me at your convenience at 918-594-5295 ext. 4145 or 800-221-3976. Thank you for selecting CommunityCare for your Employee Assistance Program needs, and I look forward to working with you and your employees.

Cordially,

Terry Stover, MS, LBP, CEAP, MAC, SAP
CommunityCare EAP Senior Manager

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

This Employee Assistance Program Agreement ("Agreement") is made and entered into as of the Effective Date set forth on the signature page of this Agreement and is between CommunityCare HMO, Inc., an Oklahoma corporation with its principal office at Williams Center Tower II, Two West Second Street, Suite 100, Tulsa, Oklahoma 74103 ("CommunityCare") and **Bixby Public Schools** an Oklahoma corporation with its principal office at 109 N Armstrong, Bixby, OK 74008 ("Bixby Public Schools").

W I T N E S S E T H:

WHEREAS, CommunityCare is a health maintenance organization organized under the laws of the State of Oklahoma and in conformity with the Oklahoma Health Maintenance Organization Act of 2003 (36 O.S. § 6901 *et seq.*);

WHEREAS, a division of CommunityCare is responsible for providing or arranging Employee Assistance Program services ("EAP");

WHEREAS, Company desires to retain CommunityCare to provide EAP services to individuals designated by Company as set forth in this Agreement, and CommunityCare accepts such engagement in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the agreements and undertakings set forth in this Agreement and in reliance upon the representations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

Whenever used in this Agreement, the exhibits hereto, and in any certificates, reports or other documents or instruments made or delivered pursuant to this Agreement, capitalized terms shall have the meanings set forth in this Agreement.

2. RELATIONSHIP OF PARTIES.

2.1 Participation. The execution of this Agreement shall qualify CommunityCare and counselors with whom it contracts to provide EAP services to Company.

2.2 Independent Contractor. The relationship among CommunityCare, Company and counselors with whom CommunityCare contracts is an independent contractor relationship.

3. OBLIGATIONS OF COMMUNITYCARE. CommunityCare shall perform Workplace Integration as described in Exhibit A and EAP services to Company as described in Exhibit B.

4. OBLIGATIONS OF COMPANY. Company shall cooperate with CommunityCare and counselors in the provision of EAP services under this Agreement. Company shall designate one Authorized Representative to work with CommunityCare and to expedite communications between Company and CommunityCare. Such Authorized Representative may establish joint working procedures with CommunityCare for management of the relationship between the

parties. Such Authorized Representative shall not have the authority to act on behalf of CommunityCare or to amend this Agreement without the written consent of CommunityCare. The Authorized Representative of Company is set forth on the signature page.

5. DEPARTMENT OF TRANSPORTATION PROGRAMS ("DOT").

DOT Supervisor Training and Substance Abuse Professional as defined by DOT ("SAP") services, if required, are provided by CommunityCare under the terms of this contract.

6. COMPENSATION.

Company agrees to pay for EAP services rendered pursuant to this Agreement as set forth in Exhibit C, "Compensation Schedule." The compensation will be paid by Company to CommunityCare prior to the 10th day of the month following the month in which EAP services were invoiced.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION.

7.1 General. Each party acknowledges that while performing its obligations under this Agreement it may have access to the other party's Confidential Information. With respect to all Confidential Information, beginning on the Effective Date (or on the date either party disclosed Confidential Information to the other) and continuing during and after the termination or expiration of this Agreement, neither party will disclose to any third party, except as permitted in Section x, and each party will keep the other party's Confidential Information in the strictest confidence and will only use such Confidential Information to perform its obligations under this Agreement. Each party will use the same or greater level of care to protect the other party's Confidential Information that it uses to protect its own like information, which may not be less than a reasonable degree of care. "Confidential Information" means (a) this Agreement and all related discussions, negotiations, and proposals, (b) any information, whether provided directly or indirectly, from the other party concerning Company's and CommunityCare's business, including without limitation, all software and documentation and all other tangible, intangible, visual, electronic, written, oral, present or future information such as (i) trade secrets (ii) financial information and pricing, (iii) technical information such as research, development procedures, algorithms, data, designs, and know-how, (iv) individually identifiable information, (v) business information such as operations, planning, marketing interests, and products, and (vi) customer and third-party Company information, including, but not limited to, customer lists and all related information, and (c) any information obtained or accessed by either party which, if not otherwise described above, is confidential, proprietary, or otherwise not generally available to the public, or is of such nature that a reasonable person would believe it to be confidential. Confidential Information does not include any information (w) part of the public domain or is lawfully obtained by the receiving party from a third party not under an obligation of confidentiality, (x) independently developed by the receiving party without relying on the disclosing party's Confidential Information, (y) rightfully known to the receiving party before negotiations leading up to this Agreement, or (z) free of confidentiality restrictions by agreement of the disclosing party.

7.2 Permitted Disclosures. CommunityCare may disclose Company's Confidential Information to any CommunityCare affiliate, related entity, agents, contractors, legal representatives, and auditors, if they have a need to know and an obligation to protect the Confidential Information that is at least as restrictive as this Agreement. Company may disclose CommunityCare Confidential Information to Personnel, if they have a need to know and are subject to written confidentiality obligations substantially similar to, but in any event at least as restrictive as, those described in Section 13.1.

7.3 Exception for Legal Process. Neither party will be liable to the other party for disclosure of the other party's Confidential Information if such party is obligated to disclose the other party's Confidential Information by order or regulation of any governmental entity; provided, however, such party has given timely notification to the extent it is permissible under the circumstances to the other party prior to the date of disclosure, and such party uses commercially reasonable efforts to obtain confidential treatment of such information.

7.4 Injunctive Relief. Each party agrees that the wrongful disclosure of Confidential Information may cause irreparable injury that is inadequately compensable in monetary damages. Accordingly, either party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Article 13, in addition to any other remedies in law or equity.

7.5 Third Party Confidential Information. Neither party will disclose to the other any Confidential Information of a third party without the consent of such third party.

7.6 Return of Confidential Information. Upon expiration or termination of this Agreement, upon written request of the disclosing party, the receiving party will return to the disclosing party or destroy, at the disclosing party's option, any Confidential Information of the disclosing party acquired or compiled by the receiving party. Upon the disclosing party's request, the receiving party will have an officer of the receiving party certify that the disclosing party's Confidential Information has been destroyed.

8. SOLICITATION OF COUNSELOR.

Company shall not directly or indirectly solicit CommunityCare's counselors without CommunityCare's prior written consent. Solicitation shall include any conduct, during the term of this Agreement and continuing for a period of one (1) year after the termination of this Agreement, designed to persuade counselors to discontinue their arrangements with CommunityCare or to contract directly with Company for EAP services outside of the scope of this Agreement. The breach of this Section 8 during the term of this Agreement shall be grounds for termination of this Agreement pursuant to Section 9 of this Agreement. In the event of a breach of this Section 8, CommunityCare reserves all of its rights to bring an action in law or in equity to enforce its rights under this Agreement.

9. TERM AND TERMINATION.

9.1 Term. This Agreement shall be effective as of the date set forth on the signature page (the "Effective Date") and shall remain in effect for one year from the Effective Date, or until it is terminated in accordance with this Agreement.

9.2 Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement by sending a notice specifying each breach with reasonable detail, unless the breaching party cures the breach within 10 business days following receipt of the notice.

9.3 Termination for Convenience. CommunityCare or Company may terminate this Agreement, in whole or in part, for any reason or no reason at all by providing 120 days' written notice to the non-terminating party. Such termination will be without prejudice to any claims which CommunityCare or Company may have against the other party.

9.4 Effect of Termination. Company is obligated, in the event of termination as provided under this Section 9, to pay CommunityCare for undisputed payment obligations for Services performed by CommunityCare and deliverables that have been delivered to Company. Upon termination or expiration of this Agreement, Company will immediately pay any outstanding invoices to CommunityCare for Services delivered. Any termination by either party pursuant to this Section 9 is not meant as an exclusive remedy, and such terminating party may seek whatever action in law or equity as may be necessary to enforce its rights under this Agreement.

10. NOTICES.

All notices, requests, and demands with respect to this Agreement shall be given to or made upon the respective parties hereto as follows:

IF TO COMMUNITYCARE:
CommunityCare HMO, Inc.
Attn: Robert L. Bush, President & CEO
Williams Center Tower II
Two West Second Street, Suite 100
Tulsa, Oklahoma 74103

IF TO COMPANY:
Attn: Bixby Public Schools
Attn: Rob Miller, Superintendent
109 N Armstrong
Bixby, OK 74088

All such notices, requests, demands and other communications hereunder shall be in writing and shall have been deemed to have been duly given on the date of receipt if delivered by hand (with evidence of receipt), by a facsimile transmission (with evidence thereof), by a reputable overnight carrier service with evidence of delivery or sent via certified mail, return receipt requested, with proper postage prepaid.

11. MISCELLANEOUS.

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, excluding Oklahoma's conflict of law rules that would apply the substantive law of another jurisdiction. Venue for any action arising out of or related to this Agreement shall be proper in the State and Federal Courts located in Tulsa County.

11.2 Waiver. No failure on the part of either party to exercise, nor delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any further exercise thereof, or the exercise of any other right.

11.3 Survival. Any provision of this Agreement, which by its nature or terms extends beyond the termination or expiration of this Agreement, will remain in effect until fulfilled.

11.4 Captions. Headings of the Sections are descriptive only and shall not control or affect the meanings or construction of any of the provisions of this Agreement.

11.5 Counterparts. This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing such counterpart.

11.6 Assignment. This Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way by either party and shall not be subject to execution, attachment or similar process, nor shall the duties imposed be subcontracted or delegated without the written approval of the other party. Notwithstanding this Section 11.5, CommunityCare may assign, transfer, pledge or hypothecate this Agreement and its rights, interests and benefits to any affiliated entity of CommunityCare.

11.7 Amendment. This Agreement may be amended or modified only by the mutual written consent of the parties.

11.8 Entire Agreement. This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any oral or written representations or statements not expressly contained in this Agreement.

11.9 Client Records. All Client records maintained by CommunityCare and its counselors are the property of CommunityCare. Client records will be released only in compliance with applicable law.

11.10 Equal Employment Opportunities. CommunityCare employees provide CommunityCare with a wide complement of talents, contributing to workplace excellence. CommunityCare is committed to providing an equal opportunity work environment where everyone is treated with fairness,

dignity, and respect. Consequently, the parties agree that, as applicable, they will abide by all laws, regulations and policies related to nondiscrimination based on age, race, sex, gender identity, gender expression, pregnancy, marital status, height, weight, color, religion, national origin, disability, childbirth, sexual orientation, U.S. military status, status as a disabled, or other legally protected category. This applies to all decisions regarding recruiting, hiring, compensation, evaluations, promotions, transfers, staff reductions, corrective action, and terminations. CommunityCare makes reasonable accommodations for known physical and mental limitations of otherwise qualified individuals with disabilities.

	Bixby Public Schools	CommunityCare HMO, Inc.
By:		
Its Authorized Representative:	**Rob Miller**	**Robert L. Bush**
Title:	**Superintendent**	**President & Chief Executive Officer**
Address:	109 N Armstrong	Two West Second Street, Suite 100
	Bixby, OK 74088	Tulsa, Oklahoma 74103
Date:		
Effective Date of Agreement: *(to be assigned by CommunityCare HMO, Inc.)*		**07/01/2023**

EXHIBIT A - WORKPLACE INTEGRATION DESCRIPTION

Workplace integration services are those management consultation, training, and promotional services which are required to ensure full understanding, cooperation and effective utilization of EAP.

A. Management Consultation

1. Policy Statement Development

The **CommunityCare** Account Manager will meet with the appropriate Company personnel in order to prepare recommendations for the most effective administration of EAP. Based on these recommendations, consultation will be provided by the Account Manager to develop and incorporate an internal EAP policy statement into existing Company policies.

2. Key Management Orientation

Following adoption of the policy statement, one or more meetings with key management as designated by the Company will occur to describe the program, explain the policy and secure top-level support.

3. Supervisor Training

The EAP constitutes an effective people management tool for all supervisors. Supervisors are important to overall program success because they are in the best position to observe deteriorating job performance related to Drug-Free Workplace or DOT regulations. Supervisor intervention into EAP process must stem from observation and documentation of poor performance patterns, not from unprofessional and risky "diagnosis" of personal problems. Therefore, training must provide information, skill development and a sense of comfort to supervisors to encourage use of an effective means of addressing poor job performance. Basic training will cover essential aspects of EAP:

- Policy and goals
- Integration of EAP into existing Company procedures
- Intervention mechanics
- Individual case consultation procedures
- Awareness to Alcohol and Drugs in work plan
- Documentation, and
- Identification of Substance Abuse

All training will be developed and delivered in conjunction with the Company training department, and will be performed as follows:

- For companies with 1-50 employees, CommunityCare will provide training monthly at CommunityCare's downtown Tulsa office;

- For companies with 51-150 employees, CommunityCare will offer one (1) supervisory training session and one (1) general employee training session per quarter at the Company's primary place of business*;

- For companies with more than 150 employees, CommunityCare will offer one (1) supervisory training session and one (1) general employee training session quarterly at up to three (3) of Company's locations *.

The Company's initial employee count will be determined by the Company and CommunityCare prior to the Effective Date of the Agreement, and then monthly thereafter based on the Company's prior month's invoice from CommunityCare.

(*) For trainings that require overnight stays or travel by CommunityCare's employees beyond 250 miles, the Company will pay reasonable costs of transportation and lodging, such costs to be negotiated and approved in advance by Company.

4. **General Workplace Trainings**

- Subject to the employee counts listed in section 3 above, one (1) training per quarter for general employees, upon Company's request
- These trainings are designed to help create a more productive workforce
- Additional seminars will be offered or developed to meet the need of the company.
- Cost for these seminars will be discussed with internal company personnel prior to presentation

5. **Manager/Supervisor Case Consultation**

Individual telephone consultation will be provided to managers/supervisors with regard to:

- Program procedures
- Evolving performance problems of employees
- Intervention approach/plan
- Employee referral
- Case follow-up

It is important that managers/supervisors understand that EAP is a resource for the Company to ensure employees are performing their job to maximum effectiveness, and that seeking individualized assistance is encouraged and recognized as a sign of an effective manager/supervisor.

6. **In-house Program Coordinator Consultation**

Consultation with a designated in-house Program Coordinator is provided relating to all facets of program functioning on a routine basis to assure maximum coordination for maximum impact. This includes ongoing personal contact and accessibility, reports and annual program evaluation.

7. Management Information/Reports

CommunityCare utilizes its own comprehensive, advanced Normative Organization - Management Information System (No-MIS). Company will be provided information including but not limited to: actual client services provided, client demographics, nature of problems addressed, anonymous phone contact as well as other activities not related to specific cases.

8. Account Management

CommunityCare will assign an Account Manager to the Company account.

a. Qualifications

Account Managers possess a degree in the helping professions (psychology, social work or counseling) and/or have previous EAP experience.

b. Responsibilities

1) The Account Manager is the primary contact for all communications with the Company.

2) The Account Manager is responsible for the provision of information and technical assistance that support the establishment and maintenance of an effective EAP.

3) The Account Manager is responsible for developing and revising, if necessary, an annual internal marketing plan to insure proper program promotion and visibility within the Company.

4) The Account Manager is responsible for developing an evaluation plan to measure the effectiveness and efficiency of the program.

5) The Account Manager submits timely reports to the Company's Authorized Representative on program utilization and its impact on management operations.

B. Program Promotion

Critical to EAP effectiveness is the manner in which EAP services are presented, promoted and communicated. EAP will provide suggestions, if requested, and provide Company with materials to help create awareness of the EAP benefit to employees such as brochures, wallet cards, and posters.

1. Awareness Building

The success of an EAP depends upon many factors, including a Company policy addressing behavioral health problems, thorough management training and ongoing promotion of the program to employees. Employees will utilize EAP with appropriate understanding of basic facts:

- Most behavioral health problems are treatable.
- Treatment success is often a function of how early treatment is sought.
- The stigma associated with asking for help is mythical and has practically disappeared.
- Employee confidentiality is maintained for non-supervisory referrals.

2. Communications

In conjunction with the Company Communication Department, **CommunityCare** will disseminate pamphlets and posters designed specifically for the Company regarding EAP. Promotional materials are recommended to include:

- Program announcement letter, i.e. new telephone number
- Home mailings
- Informational brochures
- Posters in appropriate locations
- Supervisory resource manuals
- In-house newsletter articles
- Other approaches as mutually agreed upon program materials, including all standard and promotional materials as well as special mailers will be delivered in person, through organizational mail or through postal services paid for by the Company.

EXHIBIT B - EAP SERVICES

EAP SERVICES

An EAP is specifically designed to assist employees and their Dependents in the identification and resolution of personal problems or concerns that may have a negative impact on their personal or professional lives. CommunityCare EAP is a program of voluntary self-help available to employees and their Dependents. The decision to seek confidential assistance rests solely with the employees or their Dependents. EAP provides assessment, referral, or brief solution-based counseling.

Clinical Assessment/Referral/Follow-up Services are those direct services provided to employees and dependents who use the EAP on a self-referral basis or are referred by management because of deteriorating job performance. For the purposes of EAP, a dependent is any individual living in the immediate household of an employee or someone for whom the employee is financially responsible ("Dependent").

A. Initial Contact

All initial contacts are by telephone and access is available 24 hours a day, 7 days a week. Appointments are offered within three (3) business days unless a specific situation requires immediate problem assessment. Outside of normal business hours, calls are received by a live answering service which can contact on-call staff to respond to situations which require immediate attention.

B. Assessment

The assessment process is the direct clinical service provided to employees and dependents of the Company. The assessment is conducted by an appropriately licensed and/or experienced certified employee assistance professional. In most circumstances the interview occurs in person; however, it can be conducted via telephone or a videoconference service such as Microsoft Teams or Zoom, if necessary, unless prohibited by applicable state and federal guidelines. During the interview, Clients are encouraged to describe in detail the nature and extent of their personal problems so the counselor can make appropriate recommendations for resolving the key issues. The assessment is usually completed in a single interview, however, it may require up to three sessions.

If the counselor feels that the employee or dependent's concerns can be addressed on a short-term basis and it is clinically appropriate to do so, the counselor will meet with the client employee for up to 3 sessions at no charge to help resolve the problem.

C. Referral

CommunityCare utilizes other resources, including but not limited to the following services: United Way agencies; private practitioners; hospitals; state, county and privately funded services; and self-help groups, e.g Alcoholics Anonymous, Narcotics Anonymous, C.A.R.E., AlAnon, NarcAnon

The agencies or services recommended by the counselor for referral or aftercare services will be identified based upon:

- Agency's professional standing
- Quality of care provided
- Responsiveness to the client's and/or program's needs
- Client's home and work location
- Availability of transportation
- Cost and/or benefit coverage of treatment
- Waiting period between referral and agency admission
- Demographic characteristics of agency

The counselor will refer the client to appropriate agencies In instances where insurance does not cover services, no insurance is available or insurance limits have been reached, efforts will be made to match the individual with an agency that is willing to negotiate fees based on ability to pay.

An emerging critical component to the success of any EAP is the coordination of the referral procedure with clients subscribing to HMOs in order to maximize proper provision of care to employees.

When a suitable resource is identified, the client (employee or dependent) will be referred to the appropriate agency. The EAP office will contact the referral agency and provide a summary of the findings and problems identified within the limits of EAP policy statement (as development by the Company) and confidentiality requirements. **In most cases, the counselor will only need to meet once with the client in order to make an appropriate referral.**

D. Tracking/Follow-up

1. Referral Agency Follow-up

The EAP office will contact the referral resource to learn if the employee has kept the appointment. This confirmation will be obtained via written assessment form.

2. Client Follow-up

Client follow-up by telephone or letter will be conducted by EAP. A brief reassessment may be conducted and a determination will be made whether to continue to follow up, reestablish EAP intervention, or close the case file. Follow-up categories include:

- All referrals- CommunityCare EAP will follow up with all Employees who have been referred to other resources and agencies after initial assessment

- Supervisor referrals- CommunityCare EAP will follow-up with the treatment provider or other resources or agencies on a weekly basis throughout the term of participation in the EAP process

3. **Supervisory Follow-up**

In Company referral situations, all information exchanged with supervisors is subject to Section E (confidentiality) and is limited to: indication of whether the referred employee made contact with EAP, if the employee indicated willingness to follow the recommendations of EAP, periodic verbal reports of progress in addressing the problem, and feedback regarding return to acceptable job performance by the manager/supervisor.

E. Confidentiality

To ensure the integrity and success of EAP, confidentiality guidelines of EAP are as follows:

All records pertaining to EAP will be treated with a high degree of confidentiality. Information contained in individual EAP files will not be released without the written authorization of the client (employee or Dependent), or as authorized by applicable federal and state laws, rules or regulations, including those found in 42 CFR Part 2 or 76 O.S. § 19.

When EAP clients are referred to formal and informal treatment programs, the information provided to CommunityCare from these programs falls under federally regulations such as HIPAA and 42 CFR Part 2. When applicable, a release must be obtained for information about an individual's participation in both formal and informal treatment programs.

Once the employee is involved in EAP, and job performance was the precipitating factor in the initial Company referral to the program, appropriate Company representative(s) will be informed of the response of the employee to EAP recommendations when the employee authorized internal release of information. A confidentiality agreement will be entered into between CommunityCare and the Company upon signing the contract.

SAP SERVICES

If your company falls under the DOT rule, 49 CFR Part 40, then CommunityCare EAP provides SAP services. The Department of Transportation's (DOT) rule, 49 CFR Part 40 describes required procedures for conducting workplace drug and alcohol testing for the federally regulated transportation industry.

SAP Services include:

- Evaluation for employees who have violated a DOT drug and alcohol program regulation
- Recommendations concerning education and/or treatment
- Follow-up testing
- Aftercare recommendations
- Reports to the Designated Employee Representative (DER)

EXHIBIT C - COMPENSATION SCHEDULE

1. TOTAL NUMBER OF ALL EMPLOYEES: 780
    a. Inside Tulsa Metro Area (70 miles or less): 0
    b. Outside Tulsa Metro Area (Inside Oklahoma): 780
    c. Outside State (Please specify # of employees in each state and their cities): 0

2. TOTAL NUMBER OF DEPARTMENT OF TRANSPORTATION EMPLOYEES ONLY (if applicable): _____

3. RATES: $0.62 Per Employee Per Month ("PEPM") during 07/01/2023 - 06/30/2024

4. MODEL: 1 - 3 EAP sessions per Employee or Dependent, per issue, per year

5. IMPLEMENTATION FEE: ~~$1,000.00~~ Waived

6. BILLING CYCLE: Monthly (unless otherwise specified by CommunityCare)

EXCLUSIONS:

1. In the event that Company prepares or purchases brochures (other than the standard brochures supplied by CommunityCare), special mail pieces, or other materials related to the services to be provided by CommunityCare under this Agreement for distribution to individuals, Company shall be responsible for the cost of printing or purchasing and distributing such items. In the event that CommunityCare prepares or purchases such items, CommunityCare agrees to obtain from Company prior written approval of all costs to be incurred. In no event shall either party distribute any materials to Employees of Company or others without first obtaining written approval for such distribution from the other party.

2. All expenses related to travel of CommunityCare employees that is requested by Company to locations outside of the state of Oklahoma, shall be paid by Company, including overnight stays, lodging, airfare or car rental.

Bixby Public Schools and Facilitron, Inc.
Facilities Management Portal Agreement

This Facilities Management Portal Agreement (this "Agreement") is made and entered into as of _____, 20__ (the "Effective Date"), by and between ABC DistrictBixby Public Schools (the "Client"), and Facilitron, Inc., a Delaware corporation (the "Company"). The Client and the Company may be referred to herein individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H

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

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

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

A G R E E M E N T

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

(a) "**Company Site**" shall mean the Company's website maintained at www.facilitron.com and any successor or supplemental locations.

(b) "**Client Site**" shall mean Client's website maintained at: www.bixbyps.org and any successor or supplemental locations.

(c) **"End Users"** shall mean any employee, contractor or agent of Client, as well as individuals or outside group representatives who use the Facilities Management Portal.

(d) "**Client Facilities**" shall mean the facilities that the Client intends to schedule, rent and administer using Facilities Management Portal.

(e) **"Facilities Management Portal"** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of presenting, scheduling, renting and administering of facilities and managing work orders.

(f) **"Services"** shall mean the act of implementing and operating Facilities Management Portal to present, schedule and administer internal and external use of Client Facilities, to manage work orders, and to track assets and consumable inventory, providing additional offerings facilitating transactions, such as liability insurance and processing of payments and disbursements, providing customer support, facility based data analytics, best practices and other consultative services.

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

2. Grant of Rights.

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

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

(c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee"). **The Client agrees to pay the Company a commission of 14% of the total Client Fee amount per Transaction which shall be deducted from the client's payment.** Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in Oklahoma law or Client's board policies. Company shall remit all collected Client Fee payments for completed rentals minus any applicable commission and any End User refunds by a check to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.

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

3. Scope of Services.

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

4. Client Obligations.

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

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

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

6. Trademarks; Client Marks and Company Marks.

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

(b) Subject to the terms and conditions of this Agreement, Company grants Client a nonexclusive, non-transferable, revocable license to use the Company's trademarks and servicemarks (the "Company Marks") in connection with marketing of the Client Facilities and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use

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

7. Privacy Policy.

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

8. Confidentiality.

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

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

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

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

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

9. Representations and Warranties.

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

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

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

agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.

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

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

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

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

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

(v) Non-infringement. The Company represents and warrants that the Company Site and the Facilities Management Portal do not knowingly infringe any Intellectual Property Rights of any third party.

10. Termination.

(a) Term. The initial term of this Agreement shall be **twelve (12)** months from the Effective Date (the "Term"). Company will be the provider of Client Facilities Management Portal for the Term, unless terminated early per Paragraph 10(b). Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c).

(b) Termination for Breach. In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the

non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).

(c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the Client shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.

(d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

11. General Provisions.

(a) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.

(b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.

(e) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If to Client:	Bixby Public Schools 109 N. Armstrong Bixby, OK 74008 Attn: Phone: 918-366-2200
If to the Company:	Chief Executive Officer Facilitron, Inc. PO Box 1935 Los Gatos, CA 95031-1935 Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given electronically or by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of Oklahoma, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in Tulsa County, Oklahoma.

(h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

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

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

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

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

"CLIENT"	"COMPANY"
Bixby Public Schools	Facilitron, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AmericanChecked INC.
Background Screening Solutions®

AmericanChecked, LLC
SERVICE AGREEMENT

THIS AGREEMENT is between AMERICANCHECKED, LLC and Bixby Public Schools ("Customer") and is entered into on _____

1. Services Rendered by AmericanChecked, Inc

1.1 Upon request and relying upon Customer's representations that it is an established business and has a legitimate purpose for information, AMERICANCHECKED, LLC will provide consumer reports ("Reports") to Customer. AMERICANCHECKED, LLC will only furnish Reports for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA") and no other purpose.

1.2 Periodically and upon request, AMERICANCHECKED,LLC has provided to Customer copies of certifications, customer consents, notices to User and summary of rights under the FCRA as well as other forms,which AMERICANCHECKED,LLC finds helpful in meeting its obligations under the FCRA and other applicable laws. However it is the responsibility of Customer to be knowledgeable about and to comply with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. § 2721 et seq. ("DPPA") and other applicable federal, state and local laws regulating the release and use of such consumer reports.

1.3 If Customer retains an independent agent to process employee applications, AMERICANCHECKED, LLC will provide a Report to such agent only after AMERICANCHECKED, LLC receives a written authorization from Customer to release such information to its agent. Customer maintains the responsibility to advise AMERICANCHECKED, LLC in writing of any change in the authority of the agent. AMERICANCHECKED, LLC has the right to rely upon the last written notification from Customer in regard to such agency.

2. Customer Responsibilities when Ordering Reports

2.1 Customer represents that it is an existing business with the legitimate need for Reports offered by AmericanChecked, LLC. Customer specifically represents and warrants that all Reports, whether electronically transmitted, printed, written or oral, submitted to Customer by AmericanChecked, LLC, are and shall be for the exclusive use of Customer. Customer further represents that it is end user of the Reports. Customer will request Reports for one of the following purposes only: employment by hire or contract, establishing eligibility for licensing, or in connection with a legitimate business transaction initiated by the individual who is the subject of the Report.

2.2 Customer represents that after taking adverse action based in whole or in part upon information contained in a Report furnished by AmericanChecked, LLC, Customer shall:
(i) provide notice of such action to the individual;
(ii) provide the name, address and telephone number of AmericanChecked, LLC; and
(iii) inform the individual that he/she is entitled to a free copy of the Report and has a right to dispute the record through AMERICANCHECKED, LLC and that AMERICANCHECKED, LLC is unable to provide the individual the specific reasons why the adverse action was taken by you.

2.3 Customer represents that, in addition to complying with the FCRA and similar state laws in regard to all Reports, it will follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.

2.4 If Customer orders an investigative consumer report as defined by the FCRA, it will:
(i) provide notice to the subject of the Report that an investigative consumer report has been requested;
(ii) provide to the individual a summary of the individual's rights under the FCRA; and
(iii) provide all required disclosures to the subject upon request by the consumer.

2.5 Customer acknowledges that information obtained from AMERICANCHECKED, LLC. is governed by federal and state law and if Customer violates such law e.g.: misuses information obtained, obtains information for an improper purpose or obtaining information without proper documentation such as violation(s) can have extreme negative consequences to AMERICANCHECKED, LLC. as well as to customer.

3. Customer Representations and Responsibilities when Ordering a Report for Employment Purposes

3.1 Customer represents that prior to requesting a Report for employment purposes, Customer will:
(i) disclose to the individual who is the subject of the Report that a consumer report may be obtained;
(ii) obtain, except as otherwise permitted by law, the written consent of the individual allowing the obtaining of the consumer report; or in the case of an individual, over whom the Secretary of Transportation has the power to establish qualifications and maximum hours of service and who applies for employment by mail, telephone, computer or other similar means, but not in person, Customer shall obtain a consent from such individual by oral, written or electronic means; and
(iii) not utilize any information in violation of any federal or state equal employment opportunity law or regulation.

3.2 Customer represents that prior to taking adverse employment action against the individual who is the subject of the Report, when such action will be based in whole or in part upon the information contained in the Report furnished by AmericanChecked, LLC, Customer will, except as otherwise provided by law, provide a copy of the Report to the individual and a description, in writing, of the individual's rights under the FCRA. If subsequent adverse action is taken, Customer will also follow ~2.2 of this Agreement.

4. Compliance with Applicable Law

4.1 The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Customer to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, and civil and criminal liability. AMERICANCHECKED, LLC does not undertake any obligation to advise Customer of its legal obligations. However, AMERICANCHECKED, LLC will not offer a product that it may not lawfully provide. Further, AMERICANCHECKED, LLC may from time to time provide advisories regarding such Reports to its Customers, but such advisories are not to be considered legal advice by AMERICANCHECKED, LLC to Customer and Customer should consult its own legal counsel for advice regarding its use of information.

4.2 Customer agrees to promptly execute and return to AMERICANCHECKED, LLC all documentation required, now or in the future, by any government agency or AMERICANCHECKED, LLC to permit release of information or to ensure compliance with applicable laws or regulations. This includes the right to audit any request made by Customer. The failure to return such documentation will result in

Customer being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

5. Charges for Services

5.1 AMERICANCHECKED, LLC will charge a fee for each request made by Customer, in accordance with AmericanChecked, LLC price schedule. Governmental pass-through fees are subject to change without notice. AMERICANCHECKED, LLC reserves the right to change the fees charged upon thirty (30) days notice to Customer. Applicable sales or other taxes will be added to all fees.

5.2 AMERICANCHECKED, LLC will bill Customer monthly for any charges not prepaid. Payment on all invoices will be due fifteen (15) days after billing. For any invoice not paid within fifteen (15) days, AMERICANCHECKED, LLC will add and collect a SERVICE CHARGE of 1 % per month (or the maximum permitted by applicable law, if lower). Customer agrees to pay AmericanChecked, LLC reasonable attorney's fees and costs incurred in the collection of amounts due under this Agreement.

6. Workers' Compensation Claim Histories

Upon request, AMERICANCHECKED, LLC shall provide Customer with the claim history of an applicant from all jurisdiction(s) to which AMERICANCHECKED, LLC has access. Customer understands that such information is not available in all jurisdictions due to statutory or administrative restrictions. Such Reports may be used by Customer solely for the purpose of verifying information furnished by the job applicant and evaluating physical qualifications of the applicant or for other legitimate purposes permitted by Customer's jurisdiction, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the FCRA and similar statutes. Many states restrict the use of this information, and Customer assumes responsibility of complying with those restrictions. AMERICANCHECKED, LLC makes no representations as to the permitted use of the information requested.

7. Confidentiality of Information

7.1 Reports provided by AMERICANCHECKED, LLC to its Customers are considered confidential by law. Upon receipt, Customer shall treat all Reports and any other documentation in strict confidence and shall not reveal or make such information accessible in any manner whatsoever to any third party except as otherwise required by law. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the same. Customer shall supply to AMERICANCHECKED, LLC the name and phone number of the contact person or persons with whom AMERICANCHECKED, LLC may discuss the contents of Reports furnished to Customer or to verify information furnished by Customer.

7.2 All information stored or Reports furnished by AMERICANCHECKED, LLC are confidential and will not be disclosed to any party, except as stated in this Agreement. Information, other than the Employment Credit Report, may be disclosed to:

(i) the employees or agents of Customer who will use the information for the purposes for which it was ordered;
(ii) AmericanChecked, LLC, its employees, agents and attorneys;
(iii) the individual who is the subject of the Report;
(iv) governmental agencies exercising a right to review Customer's files for compliance with any applicable law or regulation;
(v) insurance companies authorized by a Customer to access information on Customer's current drivers for insurance underwriting purposes;
(vi) Customer's attorneys in connection with a matter in which such Report is relevant;
(vii) other parties who have a permissible purpose under the FCRA; and
(viii) otherwise as from time to time may be authorized by law.

8. Responsibility for Information

8.1 Customer acknowledges that AMERICANCHECKED, LLC relies totally on the information furnished by its Customers to be stored by AMERICANCHECKED, LLC to prepare any proprietary database reports and substance test results. AMERICANCHECKED, LLC also relies on the information contained in the records of various governmental agencies for other reports. AMERICANCHECKED, LLC shall utilize commercially reasonable efforts to ensure complete and accurate Reports; however, AMERICANCHECKED, LLC cannot and does not guarantee the accuracy of any Report. Customer agrees to indemnify, defend and hold AMERICANCHECKED, LLC and its officers, directors, employees, agents and contractors harmless from and against any and all costs, losses, judgments and liabilities (including, without limitation, claims of libel, slander, defamation and wrongful discharge) which may be asserted against AMERICANCHECKED, LLC or any of its officers, directors, employees and contractors arising, directly or indirectly, from the collection, possession, furnishing, transmittal or use of the Reports or any other documentation furnished from Customer to AMERICANCHECKED, LLC or by AMERICANCHECKED, LLC to Customer, except for any direct losses by customer arising from AMERICANCHECKED, LLC violation of the FCRA or similar state laws. Customer agrees to assert no claim and waives liability against AMERICANCHECKED, LLC for any inaccurate or false information included in any Report unless AMERICANCHECKED, LLC had actual knowledge of the error and failed to correct it.

8.2 Customer will pay for and agree to hold AMERICANCHECKED, LLC harmless and will indemnify AMERICANCHECKED, LLC from all claims, liabilities, losses and expenses resulting from Customer's breach of this Agreement or violation of applicable law. AMERICANCHECKED, LLC agrees to hold Customer harmless from all claims and losses arising from AmericanChecked, LLC violation of any applicable law.

9. Use of AMERICANCHECKED, LLC Website

9.1 AMERICANCHECKED, LLC will maintain a website from which Customer may order Reports for permissible purposes under applicable federal and state laws.

9.2 In regard to the availability of Reports, some states restrict the ordering and/or receipt of Reports over the Internet. The availability of Reports over the Internet is subject to change due to the changes in federal or state laws or interpretation of such laws or the implementation or amendment of regulations in regard thereto. AMERICANCHECKED, LLC will advise Customer if a Report cannot be provided. AMERICANCHECKED, LLC makes no warranty regarding the availability of any type of Report at any given time.

9.3 Customer is responsible to ensure that only authorized persons have access to user names and passwords and that all requests for Reports are authorized and for a permissible purpose. Customer shall maintain all user names and passwords with strict security. Passwords will change periodically to enhance security. In addition, if an employee who had access to a user name and password leaves the employment of Customer, Customer shall immediately contact AMERICANCHECKED, LLC to delete the previous user name and password. Customer is responsible to monitor the usage of its service to detect any unauthorized usage and access to its database that might compromise the confidentiality of the information supplied by AmericanChecked, LLC. Customer shall monitor its systems for unauthorized access on a regular basis. Customer shall review its monthly statements as one method to detect unauthorized usage. Customer shall allow AMERICANCHECKED, LLC access to any information needed by AMERICANCHECKED, LLC to conduct its own audit of Customer's use of the Reports ordered in order to detect unauthorized usage. The failure to comply with any provision of this paragraph may result in immediate termination of service without notice.

9.4 Customer agrees not to use any automatic method to avoid inactivity, disconnect or otherwise maintain a connection unless actually using it.

9.5 Neither Customer nor its authorized representatives, employees, etc., shall post on or transmit to the AMERICANCHECKED, LLC website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

9.6 Website content is provided by AMERICANCHECKED, LLC "AS-IS" without warranties of any kind, either expressed or implied. TO THE EXTENT ANY ACCESS OR USE OF THE AMERICANCHECKED, LLC WEBSITE CONSTITUTES A SALE OR EXCHANGE OF GOODS, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. AMERICANCHECKED, LLC does not warrant that its website is free from interruptions, errors, computer viruses or other harmful components. AMERICANCHECKED, LLC may withdraw, improve or otherwise modify its website content at any time without any notice to you. Customer agrees that under no circumstances, including, but not limited to, negligence, shall AMERICANCHECKED, LLC be liable for any direct or indirect, special, incidental or consequential damages related to Customer's use of AmericanChecked, LLC website. This includes, but is not limited to the loss of data or profit arising out of the use or the inability to use the AMERICANCHECKED, LLC website even if an AMERICANCHECKED, LLC representative has been advised of the possibility of your damages.

9.7 Excluding the Employment Credit Report, AMERICANCHECKED, LLC makes no representations that the content or materials in the AMERICANCHECKED, LLC website are appropriate or available for use outside of the USA, the territories of the USA or Canada. Customer agrees to refrain from accessing and requesting Reports on the AMERICANCHECKED, LLC website from a jurisdiction where Customer knows that its access is illegal or prohibited. In accessing and using information, Customer does so at its own initiative and Customer is responsible for compliance with applicable laws and regulations.

9.8 AMERICANCHECKED, LLC claims a copyright interest in the compilation of all of the AMERICANCHECKED, LLC website content, including without limitation, any AMERICANCHECKED, LLC websites. The laws of the United States of America and all other signatories to the Berne Convention protect the copyright owner from infringement and Customer agrees not to violate them in the access and use of any AMERICANCHECKED, LLC website. AMERICANCHECKED, LLC agrees to hold Customer harmless from any claims of copyright infringement or the like arising out of Customer's use of AmericanChecked, LLC website.

10. Termination of Agreement

10.1 This Agreement shall be for a term of one year from the date hereof, and shall be automatically renewed for successive one-year terms unless terminated by either party as provided below: (i) with sixty-day written notice by either party, (ii) immediately with written notice if party is in material breach of this Agreement or any law or regulation regarding the performance of this Agreement. Notice in either case shall be sent to the representative signing this Agreement. The address for Customer is that shown in the files of AMERICANCHECKED, LLC unless a different individual or address is later designated in writing by such party.

10.2 Customer will remain liable for all charges made to its account prior to the effective date of the termination.

II. Ownership of Computer Programs

This Agreement does not include the sale or license of any computer program used in AmericanChecked, LLC providing services under this Agreement. Further, it is understood that such programs are not to be sold, transferred, assigned, given, downloaded or lent to any other person or entity.

12. Change in Customer's Business

Customer shall immediately notify AMERICANCHECKED, LLC of any of the following events: change in ownership of Customer (over 50%); a merger; change in name; or change in the nature of Customer's business that in any way affects Customer's right to request and receive consumer reports.

13. Miscellaneous Provisions

13.1 This agreement is between AMERICANCHECKED, LLC and customer only and no term herein shall be constructed to be for the benefit of any third party

13.2 This Agreement supersedes any and all prior negotiations or agreements, oral or written, between AMERICANCHECKED, LLC and Customer, and represents the entire Agreement between the parties. Any alteration, modification or amendment of this Agreement must be in writing containing the signature of an authorized representative of each party; however, subsequent representations by Customer to show compliance with existing or future laws are effective when signed by Customer. The parties agree that there are no third party beneficiaries to this Agreement. In the event a purchase order is issued, and any term or condition of the purchase order conflicts with this Agreement, then the terms and conditions of this Agreement will prevail.

13.3 All communications and notices to be given under this Agreement will be made to the addresses and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.
(i) As needed, and with customer approval, AMERICANCHECKED agrees to contact individual subject of report directly via phone or email to obtain additional information necessary .

13.4 This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and AMERICANCHECKED, LLC and Customer hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

13.5 This contract is assignable by AMERICANCHECKED, LLC at any time to its successor in interest. However, due to obligations of AMERICANCHECKED, LLC to obtain specific certifications from its users prior to providing Reports, Customer cannot assign in whole or in part this Agreement to any party, even a successor organization.

13.6 This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of Oklahoma by AmericanChecked, LLC. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of Oklahoma without reference to its conflict of laws. AMERICANCHECKED, LLC and Customer hereby consent to the exclusive jurisdiction of any state or federal court located within the County of Tulsa, State of Oklahoma, and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. The parties hereto each accepts for and itself generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum *non conveniens,* and irrevocably agrees to be bound by any judgment rendered.

CUSTOMER

Name of Company

Address, City, State, Zip

Name of Contact

Title

Phone

Signature Date

AmericanChecked, LLC.
601 S. Boulder Ave., Suite 1600

Tulsa, OK 74119
918-742-6737

Julie Hakman
Company Representative

VP of Sales
Title

Signature

5/11/23

Date

Required Information- Please Check the Appropriate Box Below

Our company has offices located in California where California residents may be employed. ☐ Yes ☐ No
If the answer is "Yes", a California Addendum to Service Agreement must be completed and returned with this agreement.

VER HOEF INFORMATION SOURCES, LLC

19606 E 37th St S
Broken Arrow, OK 74014-4732
Phone (918) 286-3344 Toll FREE Fax 1 - (877) 741-7401
Email jjvisllc@outlook.com

Friday May 5th, 2023

Bixby Public Schools
% Maricela Hanseth
109 N. Armstrong
Bixby, OK 74008

Lydia:

Per past conversations on background checks. The pricing is as follows:
Due to rising costs for school districts we are keeping our prices the same.

FELONY/MISDEMEANOR CHECKS FOR NEW EMPLOYEES & VOLUNTEERS

Tulsa and Oklahoma Counties	$3.00
All other Oklahoma Counties	$5.00
Social Security Check	$2.00
Sex Offender Check	$0.00
Out of State Felony Misdemeanor Checks	Our cost + $3.00

MVR'S – Bus Drivers and Others	$28.00 Annually and New
Sex Offender Checks Annually on Existing Staff	$ 2.00 per check

Thank you,

James VerHoef
Owner
VerHoef Information Sources LLC

Cc: Eddie Burns

P.S. Looking forward to our 26th year together

ADDENDUM TO EXTEND AGREEMENT

This is an Addendum to an Agreement between **ESS South Central, LLC**, a Delaware limited liability company (the "Company") and the **Bixby Public Schools** (hereinafter referred to as "LEA" for Local Education Agency).

Whereas, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2023;

Whereas, LEA and Company are desirous of extending the term of the Agreement through June 30, 2024 with the provisions set forth below;

Now, Therefore, be it agreed between the parties, as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2023 through June 30, 2024;
2. Effective July 1, 2023, Addendum "A" to the Agreement, Pricing, is amended as per the attached revised Addendum "A";
3. This Agreement will automatically renew for additional one (1) year periods unless either party provides written notice of termination at least ninety days prior to the end of the fiscal school year.
4. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth below.

Bixby Public School

By _____
Signature

_____
Name and Title

Date_____

ESS South Central, LLC

By _____
Steve Gritzuk, Chief Operating Officer

EXHIBIT A
Pricing Plan

Position	Pay Rate	Company Bill Rate	Rule
Full Day Substitute Teacher	$90.00	$121.50	
Half Day Substitute Teacher	$45.00	$60.75	
Long Term Substitute Teacher -20+ Days	$115.00	$155.25	Pay starts on day 1 for assignments 20+ days
Half Day Long Term Substitute Teacher	$57.50	$77.63	Pay starts on day 1 for assignments 20+ days
Full Day Building Based Substitute Teacher	$100.00	$135.00	
Half Day Building Based Substitute Teacher	$50.00	$67.50	
Hourly			
Substitute Paraprofessional & Clerical - Certified	$14.00	$18.90	
Substitute Paraprofessional & Clerical - Non- Certified	$12.00	$16.20	
Substitute Custodian	$12.00	$16.20	
Substitute Food Service	$10.00	$13.50	
Substitute Transportation Assistant	$15.00	$20.25	

IMPERIAL
VENDING · FOODSERVICE · COFFEE

Vending Service Agreement

This Agreement is made this 1st day of August, 2023 by and between Bixby Public Schools, 109 N. Armstrong, Bixby, OK 74008 and Imperial, LLC, 2020 N. Mingo, Tulsa, OK 74116.

1. The Client agrees to allow Imperial to provide vending machines upon Client's business premises subject to the terms and conditions of this agreement.

2. Imperial shall be responsible for installing and maintaining vending equipment which reasonably meets the location's needs.

3. Client grants Imperial the exclusive rights to provide snack products as limited to vending services. Imperial will provide merchandise through its vending machines that is reasonably priced and offered in reasonably sized portions. Any change in the wholesale price may result in a change in the selling price. Vending Prices and Products will be determined by Imperial as agreed upon by Client.

4. Imperial will maintain workers compensation insurance, general liability insurance and vehicle insurance at all times. Certificates available on request.

5. Imperial agrees to obtain and display all applicable Federal, State and local licenses.

6. Imperial's personnel will at all times be dressed in clean, neat uniforms and will observe all regulations in effect of premises.

7. Either party may terminate this agreement with cause upon (30) days written notice to the other party.

8. This (1) Year Agreement will become effective August 1, 2023

9. Client agrees to notify Imperial of any alteration that will affect any of the areas where services are performed. Alterations may include increased workflow, labor hours, holiday employment or special functions.

10. Should the Client feel that Imperial failed to provide proposed service levels, Client will notify Imperial in writing of failure to supply service. Service failures will be limited to equipment or service levels. If within thirty (30) days of the notice of service failure the problem has not been corrected, the Client may cancel the agreement.

11. Imperial will operate and maintain all vending machines and other equipment in a clean, sanitary condition in accordance with recognized standards for such machines and in accordance with all applicable laws and regulations.

12. This agreement will be made and construed in accordance with the Laws of the State of Oklahoma.

13. The Parties agree to negotiate the removal or relocation of *underperforming machine(s).* For the purpose of this Agreement, an *underperforming machine* shall be defined as a machine which has gross sales of less than $250.00 per month.

14. The Parties agree to add additional vending machines without requiring an amendment to the Agreement.

Imperial, LLC.
2020 N. Mingo, Tulsa, OK 74116
Elaine Slaughter – Customer Engagement

Elaine Slaughter
Signature

5/12/2023
Date

Bixby Public Schools
109 N. Armstrong, Bixby 74008
Mike Anthony - CFO

Signature

Date

2023 Pricing

Healthy Set – Student Access:

- LSS Chips $1.75
- Pastry $1.75

Fundraiser Set – All Access:

- Chips $1.50
- Candy $2.25
- Pastry $2.50

Standard Set – Teacher Lounge:

- Chips $1.50
- Candy $2.25
- Pastry $2.50

2023 Commission

- 13% Healthy Set
- 15% Fundraiser Set
- 0% Standard Set

2022-2023
CERTIFIED PERSONNEL
EMPLOYMENT

TEMPORARY CONTRACT

Toni Peterson	Immigrant Summer Teacher	District	06/05/2023
Erica Hawkins	Immigrant Summer Teacher	District	06/05/2023
Lana Carr	Immigrant Summer Teacher	District	06/02/2023
Tracie Popp	Summer Tutor	District	05/23/2023
Jenaan Suleiman	Summer Tutor	District	05/23/2023
Rachel Morie	Summer Tutor	District	05/23/2023
Amy Hall	Summer Tutor	District	05/23/2023
Kacey Cadion	Summer Tutor	District	05/23/2023
Kathy Gilliam	Summer Tutor	District	06/12/2023
Stephanie Beasley	School Psychologist Summer Testing	District	06/01/2023
Cara Penick	Extended School Year Speech Path	District	06/12/2023
Amanda Walehwa	Extended School Year Teacher	District	06/12/2023
Kim Kirk	Extended School Year Teacher	District	06/12/2023
Amy Najita	Extended School Year Teacher	District	06/12/2023
John Higgins	Extended School Year Teacher	District	06/12/2023
Terri Mullins	Extended School Year Teacher	District	06/12/2023
Cathy Peters	Extended School Year Teacher	District	06/12/2023
Rachel Chinsethagid	Summer Interim Principal	North Elem.	06/01/2023

ADJUNCT COACHING

EMPLOYMENT 2023-2024

Jordan Alexander	Teacher	Middle School	08/14/2023
Tamie Anderson	Teacher	High School	08/14/2023
Chloe Bundy	Teacher	North Intermediate	08/14/2023
Mary Burling	Speech Path	District	08/14/2023
Megan Caywood	Teacher	North Elementary	08/14/2023
Rachel Chesnut	Teacher	West Elementary	08/14/2023
Kristie Coggins	Teacher	Middle School	08/14/2023
Kari Cruzan	Teacher	Central Intermediate	08/14/2023
Katlynn Davis	Teacher	Middle School	08/14/2023
Rachael Davis	Teacher	West Elementary	08/14/2023
Tammy Ellis	Teacher	East Elementary	08/14/2023

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EMPLOYMENT 2023-2024 cont'd

Cassidy Floyd	Teacher	High School	08/14/2023
Maya Garman	Teacher	East Elementary	08/14/2023
Liz Hackler	Teacher	West Intermediate	08/14/2023
Jennifer Haught	Teacher	West Intermediate	08/14/2023
Chandler Hunt	Teacher	9th Grade Center	08/14/2023
Gabrielle Johnson	Teacher	High School	08/14/2023
Stacie Lindsey	Teacher	North Elementary	08/14/2023
William McCullough	Teacher	East Intermediate	08/14/2023
Melissa McEachern-Wilkins	Teacher	West Intermediate	08/14/2023
Mariah Miles	Teacher	9th Grade Center	08/14/2023
Tonya Morgan	Dir. Curriculum/Resources	District	07/01/2023
Correy Moyer	Speech Path	District	08/14/2023
Jocelyn Pleskach	504 Facilitator	District	07/01/2023
Lauren Raley	Teacher	East Intermediate	08/14/2023
Brittany Robison	Teacher	9th Grade Center	08/14/2023
Kristina Rosson	Teacher	Central Intermediate	08/14/2023
Katie Salyers	Teacher	West Elementary	08/14/2023
Amye Smith	Teacher	East Intermediate	08/14/2023
Jaclyn Snow	Teacher	East Elementary	08/14/2023
Sherri Stone	Teacher	North Elementary	08/14/2023
Amy Story	Teacher	Middle School	08/14/2023
Emily Tackel	Teacher	9th Grade Center	08/14/2023
Katie Watkins	Teacher	Central Elementary	08/14/2023
Kaitlyn Westfall	Teacher	West Intermediate	08/14/2023
Samuel Whiteley	Principal	9th Grade Center	07/17/2023
Kary Wideman	Teacher	Middle School	08/14/2023
Sabrina Wilber	Teacher	East Intermediate	08/14/2023
Olivia Wilt	Teacher	East Intermediate	08/14/2023
Kaitlyn Youngberg	Teacher	Central Intermediate	08/14/2023

REHIRE 2023-2024

Kevin Adler	Teacher	Middle School	08/14/2023
Kari Barton	Teacher	Middle School	08/14/2023
Shelby Dunavent	Teacher	Middle School	08/14/2023
Madison Eckert	Teacher	9th Grade Center	08/14/2023
Spenser Gill	Teacher	9th Grade Center	08/14/2023
Mandi Kachelmeyer	Teacher	Central Elementary	08/14/2023
Mason Naifeh	Teacher	9th Grade Center	08/14/2023

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REHIRE 2023-2024 cont'd

Allen Simmons	Teacher	9th Grade Center	08/14/2023
Stacie Vernier	Teacher	9th Grade Center	08/14/2023

RESIGNATION AGREEMENTS

Wendye Coupe	Teacher	West Elementary	05/21/2023
Brandon Cross	Assistant Principal	East Intermediate	06/30/2023
Meggie Hunter	School Psychologist	District	05/24/2023
Merrill Newell	Teacher	West Intermediate	05/21/2023
Melissa Paschall	Teacher	East Elementary	05/21/2023
Susan Price	Teacher	Central Intermediate	05/21/2023
Whitney Walker	Teacher	Central Intermediate	05/21/2023

2022-2023
SUPPORT PERSONNEL
EMPLOYMENT

VOLUNTEER COACHING

TEMPORARY CONTRACT

Vangie Arellano	Immigrant Summer Para	District	06/05/2023
Michelle Atkinson	Indian Ed	District	07/01/2023
Jennifer James	Extended School Year Para	District	06/12/2023
Courtney Dupuis	Summer Spartan Charge	District	05/30/2023
Brandon Houskeeper	Summer Spartan Charge	District	05/30/2023
Nancy Jackson	Summer Spartan Charge	District	05/30/2023
Andrew Cervini	Summer Spartan Charge	District	05/30/2023
Josephine Pyle	Summer Spartan Charge	District	05/30/2023
Lynaya White	Summer Academy Bus Driver	District	06/05/2023
Daniel Hand	Summer Academy Bus Driver	District	06/05/2023

ADJUNCT EMPLOYMENT

EMPLOYMENT 2022-2023

Stephanie Baldridge	Admin Asst. Special Ed	District	05/31/2023
Brian Stallings	Maintenance	Maintenance	05/30/2023
Denzil Stamper	Electrical Apprentice	Maintenance	05/22/2023

EMPLOYMENT 2023-2024

Jamie Cain	Paraprofessional	West Elementary	08/15/2023
Teresa Eddinton	Office Staff	Middle School	08/15/2023
Haley Forrest	Paraprofessional	Central Elementary	08/15/2023
Wendy Juarez	Office Staff	North Elementary	08/15/2023
Emily Melnik	Paraprofessional	Central Elementary	08/15/2023
Brittany Panzer	Office Staff	North Elementary	08/15/2023
Alicia Shannon	Office Staff	East Intermediate	08/15/2023
Monica Thornton	Behavior Tech	9th Grade Center	08/15/2023
Jason Turner	Paraprofessional	North Elementary	08/15/2023
Annia Houskeeper	2hr Aide	West Elementary	08/15/2023

REHIRE 2023-2024

Harold Hansen	Custodian	Maintenance	07/01/2023
Courtney Dupuis	Ed Tech Assistant	High School	08/15/2023
Shelley Lombardo	Secretary	East Elementary	07/24/2023
Megan Schauer	Office Aide	East Elementary	08/15/2023
Jerry Virden	Maintenance	Maintenance	07/01/2023

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RESIGNATION AGREEMENTS

Mindy Beesley	Powerschool Coord.	Technology	06/30/2023
Ruth Burcham	Custodian	Maintenance	05/07/2023

RESIGNATION AGREEMENTS cont'd

Allyson Martin	Paraprofessional	Middle School	05/19/2023
Jennifer Scire	Paraprofessional	High School	05/19/2023
Amber Seratte	Paraprofessional	North Elementary	05/19/2023
Kelli Votruba	Paraprofessional	North Elementary	05/19/2023

TERMINATIONS

Submitted to the Board of Education: June 8th, 2023

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into as of June 1, 2023 by and between **INDEPENDENT SCHOOL DISTRICT NO. 4, TULSA COUNTY, OKLAHOMA (BIXBY PUBLIC SCHOOLS)** (the "School District") and the **BIXBY INDUSTRIAL AUTHORITY** (the "Authority").

RECITALS:

WHEREAS, the Authority is a public trust created by a Declaration of Trust dated as of June 12, 2023, for the use and benefit of the City of Bixby, Oklahoma under the authority of and pursuant to the provisions of the Oklahoma Public Trust Act, Title 60, Oklahoma Statutes 2021, Sections 176-180.3, as amended; and

WHEREAS, the School District and the Authority are parties to a Ground Lease Agreement dated as of June 1, 2023, whereby the School District leased certain real property to the Authority for the purpose of constructing the Project, as defined therein; and

WHEREAS, the School District and the Authority are parties to a Lease Purchase Agreement dated as of June 1, 2023, whereby the Authority leases certain real property back to the School District in exchange for payments in a sum sufficient to satisfy the indebtedness incurred by the Authority for the construction of the Project and to reimburse the Authority for expenses incurred by the Authority in connection therewith; and

WHEREAS, the Authority has issued its Lease Revenue Note, Series 2023 (Bixby Public Schools Project) dated June ____, 2023, in the original principal amount of $_____, for the purpose of financing the construction of the Project on the real property with such funds being deposited with BOKF, National Association, as Trustee (the "Trustee"), pursuant to the terms of that certain Note Indenture dated as of June 1, 2023, between the Authority and the Trustee, which funds shall be dedicated to the payment of costs of construction of the Project, together with related transaction expenses, including the Authority's administrative fees and attorney's fees and expenses incurred by the Authority in connection with the Project (collectively, the "Transaction Expenses"); and

WHEREAS, the School District and the Authority wish to enter into this Development Agreement in order to set forth the duties, obligations and responsibilities of each party with regard to the construction of the Project, the funding and disbursement of the costs of construction, including Transaction Expenses.

NOW, THEREFORE, for and in consideration of the premises and further undertakings and agreements described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School District and the Authority hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct as of the date hereof and are made a part of this Agreement as if fully set forth herein.

2. Definitions. All words and terms used in this Agreement, and not otherwise defined herein, shall have the meaning given them in the Lease Purchase Agreement and Ground Lease.

3. Plans and Specifications. The School District has caused certain design work for construction of the Project to be completed by _____, _____, Oklahoma (the "Architect") in cooperation with the Construction Manager for the Project, _____ (the "Construction Manager"). All costs associated with preparation of the plans and specifications shall be considered to be Transaction Expenses and shall be paid as such from monies available within the Construction Fund. The School District hereby assigns its contracts with the Architect and the Construction Manager to the Authority for purposes of and to the extent necessary for construction of the Project and the Authority hereby approves acceptance of same.

4. Bid Solicitation. The Authority shall request bids for construction of the Project in accordance with the requirements of the Oklahoma Public Competitive Bidding Act of 1974, Title 61, Oklahoma Statutes 2021, Sections 101 *et seq.*, as amended (the "Competitive Bidding Act"). The Authority shall, upon receipt of acceptable bids for the construction of the Project, award construction contracts to the lowest responsible bidder (the "Construction Contracts") and proceed with construction of the Project in accordance with plans and specifications approved by the Authority and the School District.

5. Construction and Development. Upon execution of the Construction Contracts and receipt of required permits and all bonds and insurance certificates required of the contractors, the Authority shall issue a notice to proceed to the contractors and commence the timely and orderly construction of the Project. Upon completion of construction of the Project, as evidenced by issuance of appropriate certificates of occupancy, the Authority will transfer full and complete possession of the Project to the School District under the terms and conditions of the Lease Purchase Agreement.

6. Liability for Construction Costs. The costs of construction of the Project, including Transaction Expenses, shall be payable solely and exclusively from the Construction Fund. In no event shall the Authority have any obligation for such expenses beyond monies available in the Construction Fund. The Authority shall arrange for the payment of all contractors, subcontractors, and other persons or entities under contract with the Authority for construction of the Project in the manner set forth in the Lease Purchase Agreement. The School District acknowledges that the Authority is relying upon the School District's agreements and covenants under this Agreement and under the Lease Purchase Agreement in entering into the Construction Contracts for construction of the Project and that the Authority would not enter into any of such agreements if not for the School District's agreements and covenants contained herein.

7. School District Obligations. The School District will supervise and direct, on behalf of the Authority, all of the design, engineering and construction of the site and infrastructure improvements as may be reasonably required in connection with the construction of the Project contemplated by this Agreement. The School District shall be responsible for the day to day oversight, coordination and supervision of the Architect, the Construction Manager, and all contractors providing services in connection with the construction of the Project. The School District shall be responsible for reviewing all contractors' requests for payment and, upon approval of same, forwarding such requests to the Authority for approval and payment in accordance with the terms and conditions of the Indenture. The Chairman or Vice-Chairman of the Authority are each individually authorized and hereby directed to approve and sign any properly submitted Payment Request, without further approval by the Authority.

The School District agrees to cause the completion of the Project in accordance with plans and specifications developed by the School District and jointly approved by the Authority and School District. The Authority shall retain a consultant for the purpose of validating that the construction bid documents accurately reflect the approved plans and specifications, and the reasonable costs of said consultant shall be considered Transaction Expenses. All work to be performed in connection with the construction of the Project shall be competitively bid under the direction of the School District in accordance with the provisions of the Competitive Bidding Act. The School District will ensure that all permitting and approvals are obtained and that Project is completed in accordance with applicable laws, rules and regulations of the federal, state and local governments, including, but not limited to, compliance with all building codes, planning ordinances and regulations and zoning ordinances and regulations of the City of Bixby, Oklahoma. The School District agrees to certify to the Authority its acceptance of completed components of the Project.

8. Hold Harmless. The School District shall, to the extent permitted by law, indemnify and hold the Authority harmless from any and all liability arising from or related to the actions or inactions of the Architect, Construction Manager, and contractors employed for the performance of labor or services in connection with the construction of the Project.

9. Miscellaneous.

A. Entire Agreement. This Agreement, and the separate agreements referenced and incorporated herein, contain the entire, integrated agreement of the parties hereto concerning the Project. Neither the Authority nor the School District have made or shall be bound by any agreement or any representation to the other concerning the Project or the subject matter hereof which is not contained in this Agreement.

B. Time of Essence. Time is of the essence of each and every term, provision and covenant of this Agreement.

C. Governing Law. This Agreement is made and shall be construed under and in accordance with the laws of the State of Oklahoma.

D. Captions. All captions and headings are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of the Agreement.

E. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

F. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable laws, ordinances, rules and regulations. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other person or circumstance shall not be affected thereby but shall rather be enforced to the greatest extent permitted by law.

G. Liability of Public Officials. No trustee, agent, representative, officer, board member, attorney or employee of the School District or the Authority shall be charged personally with any liability or be held personally liable under any term or provision of this Agreement because of its execution or because of any breach, attempted or alleged. All parties understand that in such matters these persons act only as agents or representatives of the School District or the Authority.

H. Whenever, under the terms of this Agreement, the consent or approval of the Authority or the School District is required, such consent shall not be unreasonably withheld, conditioned or delayed.

I. In any action brought by either party to enforce this Agreement or to recover damages for its breach, the prevailing party shall be entitled to recover against the non-prevailing party a reasonable attorney's fee and all costs incurred in such action and any appeal therefrom. For purposes of this section, the term "costs" shall include expert witness fees, court reporter fees and court costs.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the School District and the Authority, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts all as of the day and year first above written.

BIXBY INDUSTRIAL AUTHORITY

By_____
Chairman of Trustees

ATTEST:

By_____
Secretary of Trustees

(SEAL)

INDEPENDENT SCHOOL DISTRICT NO. 4, TULSA COUNTY, OKLAHOMA (BIXBY PUBLIC SCHOOLS)

By_____
President, Board of Education

ATTEST:

By_____
Clerk, Board of Education

(SEAL)

GROUND LEASE AGREEMENT

By and Between

INDEPENDENT SCHOOL DISTRICT NO. 4,
TULSA COUNTY, OKLAHOMA
(BIXBY PUBLIC SCHOOLS)

Lessor

and

BIXBY INDUSTRIAL AUTHORITY,

Lessee

THIS GROUND LEASE AGREEMENT (this "Ground Lease") is made and entered into as of June 1, 2023, by and between INDEPENDENT SCHOOL DISTRICT NO. 4, TULSA COUNTY, OKLAHOMA (BIXBY PUBLIC SCHOOLS), a school district organized and existing under the laws of the State of Oklahoma ("Lessor") and the BIXBY INDUSTRIAL AUTHORITY, a public trust organized and existing under the laws of the State of Oklahoma ("Lessee"),

RECITALS

WHEREAS, the Lessee is a public trust created by a Declaration of Trust dated as of June 12, 2023, for the use and benefit of the City of Bixby, Oklahoma (the "Authority") under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 *et seq.*, as amended and supplemented; and

WHEREAS, the Lessee desires to assist the Lessor with construction of certain educational facilities on premises owned by the Lessor in accordance with plans and specifications provided by the Lessor, so as to provide better equipped facilities necessary to serve the needs of the students of Lessor; and

WHEREAS, the Lessor and the Lessee have entered into a Development Agreement dated as of June 1, 2023 (the "Development Agreement"), which sets forth the duties, obligations and responsibilities of each party in regard to the construction of the Improvements, and said Development Agreement, as may be amended from time to time, is hereby incorporated by reference; and

WHEREAS, the Lessor now owns the real property upon which the Improvements are to be constructed and intends to lease said real property to the Lessee pursuant to the terms of this Ground Lease Agreement; and

WHEREAS, in order to finance construction of the Improvements, the Authority has determined to issue its Lease Revenue Note in the principal amount of $_____ (the "Note"); and

WHEREAS, with proceeds of the Note the Lessor will construct the Improvements and sublease the Premises to the Lessee pursuant to the terms of the Lease Purchase Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Definitions. All words and terms used in this Ground Lease and not otherwise defined herein shall have the meaning given them in the Lease Purchase Agreement. The following terms as used in this Ground Lease, shall have the following meanings, unless the context indicates otherwise:

"*Commencement Date*" means June ____, 2023.

"*Event of Default*" has the meaning set forth in *Section 13* hereof.

"Improvements" means all improvements to and constructed on the Real Property and all fixtures and Personal Property placed on the Real Property for the benefit of Lessor, including but not limited to those items described in Exhibit "C" attached hereto.

"*Indenture*" means the Note Indenture dated as of June 1, 2023, between Lessee and the Trustee, as the same may be amended and/or supplemented from time to time in accordance with the provisions thereof.

"*Leasehold Estate*" means the leasehold estate in the Premises created pursuant to this Ground Lease.

"*Lease Purchase Agreement*" means the Lease Purchase Agreement of even date herewith between Lessee, as the lessor, and Lessor, as the lessee, which is hereby incorporated by reference and made a part hereof, as the same may be amended and/or supplemented from time to time in accordance with the provisions thereof.

"*Lien*" means any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialmen's lien, or any security agreement, conditional bill of sale, title retention agreement, chattel mortgage, or otherwise created or permitted that might or does constitute a lien, encumbrance, or charge upon the Improvements or Leasehold Estate, or any part thereof, or the income therefrom.

"*Note Documents*" collectively means the Indenture, the Note, the Lease Purchase Agreement, the Resolutions authorizing issuance of the Note and the Lease Purchase Agreement, and any other documents executed to secure payment of the Note or performance of obligations under the Indenture and all other instruments or agreements executed by Lessee or Lessor in connection with the issuance and delivery of the Note.

"*Permitted Encumbrances*" means (i) the Note Documents and Security Interests, (ii) currently existing utility, access, and other easements and rights of way, restrictions, and exceptions, (iii) liens or encumbrances securing additional notes permitted by the Indenture, and (iv) the Lease Purchase Agreement.

"*Personal Property*" means all machinery, equipment, appliances, furniture, and any other personal property of any kind or description and used in connection with the Improvements and by agreement of the parties hereto said property will not become fixtures under the laws of the State of Oklahoma until the Lessee has fulfilled its obligations pursuant to Section 9 of the Lease Purchase Agreement.

"*Premises*" means the existing improvements on the Real Property, if any, the Improvements and the Real Property, sometimes referred to herein as the "Leasehold Estate."

"*Real Property*" means the land located in Tulsa County, Oklahoma that is more particularly described in Exhibit "A" attached hereto, incorporated by reference and made a part hereof.

"*Security Interests*" means the security interests of the Trustee granted in the Indenture, the Lease Purchase Agreement, and any other liens or security interests granted in favor of the Trustee to secure payment of the Note and performance of all obligations under the Indenture.

"*State*" means the State of Oklahoma.

"*Term*" has the meaning set forth in Section 2 hereof.

"*Termination Date*" means the date on which the Term ends by termination or expiration of this Ground Lease.

"*Trustee*" means BOKF, National Association, Tulsa, Oklahoma, a national banking association, as Trustee under the Indenture, and its successors and assigns in such capacity.

SECTION 2. **Lease of Real Property; Term.** Lessor, in consideration of the rents, covenants, agreements, and conditions herein set forth, does hereby lease unto Lessee, and Lessee does hereby lease from Lessor, the Real Property, together with all existing improvements, if any, and Improvements now or hereafter located thereon and appurtenances thereto and all other Improvements hereunder. The term of this Ground Lease shall commence on the Commencement Date and extend to June 1, 2034 (the "Term").

SECTION 3. **Rent; Consideration.** Lessee has prepaid to Lessor all rent due throughout the Term in an amount equal to ten dollars ($10). Lessor agrees that (i) the rent paid by Lessee, (ii) the financing of the Improvements through Lessee's issuance of the Note for the benefit of Lessor, (iii) the residual value of the Improvements at the conclusion of the Term accruing to Lessor, and (iv) Lessee's agreement to enter into the Lease Purchase Agreement constitute fair and equitable consideration for the conveyance of the Leasehold Estate to Lessee.

SECTION 4. **Lessor's Obligations Regarding the Premises.** Concurrently with the execution of this Ground Lease, Lessor and Lessee are entering into the Lease Purchase Agreement. Pursuant to the terms of the Lease Purchase Agreement, Lessor, as lessee under the Lease Purchase Agreement is obligated to do the following, among other requirements, with regard to the Premises: (i) maintain the Premises, (ii) maintain insurance on the Premises, (iii) pay all assessments accruing against the Premises, if any, and all other operating costs and expenses in connection with the Premises; and (iv) to utilize the Premises only for educational purposes (the obligations described in subsections 4(i) – (iv) are collectively referred to as "Maintenance of Premises"). As long as the Lease Purchase Agreement remains in effect and except as otherwise expressly stated herein, the rights and obligations of the parties with respect to the construction of the Improvements and Maintenance of the Premises shall be controlled by the Lease Purchase Agreement. To the extent that the Lessor is allowed to remain in possession of the Premises as a matter of its right to do so under the Lease Purchase Agreement or by virtue of written consent of the Lessee on the expiration or earlier termination of the Lease Purchase Agreement, the provisions of the Lease Purchase Agreement regarding the Maintenance of the Premises shall be incorporated into this Ground Lease, at the option of and in the sole discretion of Lessee, and shall remain the obligations of Lessor until the Termination Date.

SECTION 5. **Lessor's Representations and Covenants.**

(a) *Quiet Enjoyment.* Lessor represents and warrants that it owns fee simple, marketable title to the Real Property subject to no restrictions, liens, or other encumbrances other than the Permitted Encumbrances. Lessor further covenants and agrees that, throughout the Term, Lessee may peaceably and quietly enjoy the Real Property subject, however, to any applicable zoning and land use restrictions, Permitted Encumbrances, Lessee's fulfillment of the covenants and agreements contained in this Ground Lease, and to the terms and conditions of the Lease Purchase Agreement.

(b) *Access*. Lessor represents and warrants that the Real Property has access for ingress and egress to a public street or roadway. To the extent that it is necessary to access the Real Property by passing over any adjacent property owned by Lessor, Lessor hereby grants to Lessee and its successors, assigns, successors-in-title, invitees, employees, and sublessees, a non-exclusive easement on, over, across, and through Lessor's adjacent property(ies) for all forms of pedestrian and vehicular ingress, egress, and access between the Real Property and the public streets and roadways. The non-exclusive easement herein granted shall expire automatically on the Termination Date.

(c) *Environmental Condition.* Lessor represents and warrants that the Real Property has not been the site of any activity that would violate any past or present environmental law or regulation of any governmental body or agency having jurisdiction over the Real Property. Specifically, but without limitation, (i) solid waste and/or petroleum products have not been handled or stored on the Real Property such that they may have leaked or spilled onto the Real Property or contaminated the Real Property, (ii) there is no on-site contamination resulting from activities on the Real Property or adjacent tracts, and (iii) the Real Property contains no substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Hazardous Materials Transportation Act; and the Resources Conversion and Recovery Act.

SECTION 6. Title to the Improvements. Title to all Improvements shall be vested in Lessee until the Termination Date, subject to the right of Lessor to purchase Lessee's right, title and interest in and to the Improvements prior to the Termination Date pursuant to Section 31 of the Lease Purchase Agreement in accordance with the Payment Schedule set forth in the Lease Purchase Agreement, attached hereto as Exhibit "B" and incorporated herein for all purposes. On the Termination Date, title to and ownership of all of the Improvements, other than the Improvements previously vested in Lessor or disposed of by Lessee in accordance with Section 13(b) hereof after the occurrence of an Event of Default, shall automatically and immediately vest in Lessor. Within a reasonable period of time after the Termination Date, Lessee agrees to execute and deliver a deed or bill of sale, as appropriate, to convey legal title to the Improvements to Lessor. Lessee further agrees to obtain and deliver to Lessor within a reasonable period of time after the Termination Date a release(s) of the Security Interests in the Improvements and a Release of Ground Lease Agreement. Notwithstanding anything contained herein to the contrary, during the term of this Ground Lease as long as an Event of Default has not occurred, Lessor shall be permitted to remove Personal Property from the Premises only for the purpose of substituting or replacing the same with comparable new or improved Personal Property with a minimum value equal to the value of the Personal Property removed.

SECTION 7. Liens and Encumbrances.

(a) *No Encumbrances*. Except for the Permitted Encumbrances, neither Lessor nor Lessee shall create or permit to be created any Lien against the Improvements or Real Property. Any Lien against the Improvements or Real Property, other than the Permitted Encumbrances, shall be discharged by the party who creates or permits the same to be created. Nothing in this Ground Lease shall be deemed or construed in any way as constituting the consent or request of Lessor or Lessee, express or implied, by inference or otherwise, to the filing of any Lien against the Improvements or Real Property by any contractor, subcontractor, laborer, materialman, architect, engineer, or other person for the performance of any labor or the furnishing of any materials or services for or in connection with the Improvements or any part thereof.

(b) *Right to Contest*. Neither Lessor nor Lessee (the "Contesting Party") shall be required to pay, discharge or remove any Lien so long as the Contesting Party contests in good faith such Lien or the validity, applicability or amount thereof by an appropriate legal proceeding which operates to prevent the collection of such amounts and the sale of the Premises or any portion thereof so long as prior to the date on which such Lien would otherwise have become delinquent, the Contesting Party shall have given the other party prior written notice of its intent to contest the Lien. Any such contest shall be prosecuted with due diligence, and the Contesting Party shall promptly pay (or cause payment of) the amount of such Lien as finally determined, together with all interest and penalties payable in connection therewith.

SECTION 8. Assignment of Lease.

(a) *Lessee Assignments.* So long as the Lease Purchase Agreement is in full force and effect and except for the Lease Purchase Agreement and grant of the Security Interests created pursuant to the Note Documents, Lessee shall not have the right to assign, pledge, sublease or transfer this Ground Lease or any interest herein or any right or privilege appurtenant hereto or to sublease the Real Property or any portion thereof, unless the written consent of Lessor is first obtained. Any assignment or transfer for which consent is required but which is nevertheless made without such written consent shall be void ab initio. The foregoing notwithstanding, the following shall not be construed or deemed to be prohibited transfers or assignments by Lessee pursuant to this Section 8 and shall not require the prior consent of Lessor (i) any transfers or assignments to the Trustee pursuant to the Indenture to secure payment of the Note and the performance of the obligations under the Indenture, (ii) any reorganization, merger, restructure or renaming of Lessee, or (iii) any change of control of Lessee. On the termination or expiration of the Lease Purchase Agreement, during the remaining term of this Ground Lease, Lessee shall have the right to assign, pledge, sublease or transfer this Ground Lease or any interest herein or any right or privilege appurtenant hereto or to sublease the Real Property or any portion thereof, without the consent of Lessor. Provided, however, upon the Incremental Purchase or Optional Prepayment of installments of principal and interest pursuant to the provisions of Section 31 of the Lease Purchase Agreement, Lessee shall release this Ground Lease as to the Improvements and/or Real Property affected thereby.

(b) *Lessor Assignments.* Lessor shall not have the right to assign, pledge or transfer this Ground Lease or any interest herein or any right or privilege appurtenant hereto or to further lease the Real Property or any portion thereof, unless the written consent of Lessee and Trustee is first obtained. Any assignment or transfer for which consent is required but which is nevertheless made without such written consent shall be void ab initio.

SECTION 9. Indemnification by Lessor. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS LESSEE, AND TRUSTEE AND ALL OF THEIR OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, AND CONSULTANTS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") OF AND FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, OR EXPENSES FOR ANY LOSS INCLUDING BUT NOT LIMITED TO BODILY INJURY (INCLUDING DEATH), PERSONAL INJURY, REAL PROPERTY DAMAGE, EXPENSES, AND REASONABLE ATTORNEYS' FEES, CAUSED BY, GROWING OUT OF, OR OTHERWISE HAPPENING IN CONNECTION WITH THIS GROUND LEASE OR DUE TO ANY NEGLIGENT ACT OR OMISSION ON THE PART OF LESSOR, TRUSTEE, THEIR AGENTS, EMPLOYEES, OR OTHERS WORKING AT THE DIRECTION OF

LESSOR OR TRUSTEE OR ON THEIR BEHALF, OR DUE TO THE APPLICATION OR VIOLATION OF ANY PERTINENT FEDERAL, STATE, OR LOCAL LAW, RULE, OR REGULATION BY LESSOR OR TRUSTEE, THEIR AGENTS, EMPLOYEES OR OTHERS WORKING AT THE DIRECTION OF LESSOR OR TRUSTEE. THIS INDEMNIFICATION EXTENDS TO THE SUCCESSORS AND ASSIGNS OF LESSEE, AND THIS INDEMNIFICATION SURVIVES THE EXPIRATION OR TERMINATION OF THIS GROUND LEASE AND THE DISSOLUTION OR, TO THE EXTENT ALLOWED BY LAW, THE BANKRUPTCY OF LESSOR OR TRUSTEE.

SECTION 10. Fire and Other Casualties and Liabilities.

(a) *Risk of Loss.* Lessor shall bear all risk of loss of damage or destruction to the Premises and all risk of loss for other liabilities related to the Premises arising from any cause other than intentional acts of the Lessee. Subject to any requirements in the Lease Purchase Agreement and to the prior written consent of Lessee and Trustee, to the extent that any portion of the Premises are damaged or destroyed, Lessor shall restore such damaged or destroyed portions of the Premises with due diligence at Lessor's expense, as nearly as possible to the Premises' value, condition and character immediately before such damage or destruction. Such restoration shall be in accordance with all applicable laws, completed in a good and workmanlike manner and in accordance with plans and specifications therefore approved in writing by Lessee and Trustee.

(b) *Insurance.* Lessor shall procure and maintain in full force and effect on the Premises all applicable forms of property and liability insurance required by Section 22 of the Lease Purchase Agreement for the benefit of Lessor, Lessee and the Trustee to the extent permitted by applicable law and provide proof of such insurance coverage on the execution of this Ground Lease in accordance with Section 22 of the Lease Purchase Agreement. Upon the expiration or termination of the Lease Purchase Agreement, if Lessor remains in possession of the Premises as a matter of its right to do so under the Lease Purchase Agreement or by virtue of written consent of Lessee, all insurance requirements of Lessor as the lessee under the Lease Purchase Agreement shall be incorporated herein by reference and remain the obligations of Lessor at the option of and in the sole discretion of Lessee.

(c) *No Termination.* No total or partial damage to or destruction of any or all of the Premises shall entitle Lessor to terminate this Ground Lease, or shall relieve Lessor from its obligations hereunder, and to the extent permitted by applicable law Lessor hereby waives any right now or hereafter conferred upon it by statute or otherwise, on account of any such damage or destruction to surrender or terminate this Ground Lease.

SECTION 11. Condemnation.

(a) *General*. The term "condemnation" as used in this Ground Lease means the taking or appropriation of the Real Property, or any interest therein, in exercise of the power or right of eminent domain or such taking for public or quasi-public use or any state of facts relating to the taking or appropriation of the Real Property which, without an actual taking or appropriation, shall result in direct or consequential damages to the Real Property or the Leasehold Estate herein. Such term shall also be deemed to include to the extent not otherwise defined in this paragraph, a temporary taking of the Real Property or any part thereof or the Improvements for a period of one year or more, and the taking of the Leasehold Estate created herein.

(b) *Total Condemnation*. If all or substantially all of the Real Property is so condemned, this Ground Lease shall terminate on the date title to the Real Property vests in the condemnor; provided, however, that such termination shall be without prejudice to the rights of Lessor and Lessee to recover just and adequate compensation from any such condemnor and further provided that all sums owing under the Note Documents are paid in full as set forth in subsection (c)(i) below.

(c) *Division of Award - Total Condemnation*. Subject to the controlling provisions of the Note Documents, if the Real Property is totally condemned as provided in subsection (b) above, the condemnation proceeds shall be paid as follows:

(i) Lessee first shall be entitled to receive such portion of the condemnation proceeds as shall equal the principal balance and accrued interest on and all other sums owing under the Note Documents which shall be directly paid to the Trustee for the redemption of Note pursuant to the terms of the Indenture.

(ii) Lessor shall then be entitled to receive the balance of the condemnation proceeds.

(d) *Partial Condemnation*. In the event of a taking of less than a total taking as provided in subsection (b) above, this Ground Lease shall terminate as to the condemned portion of the Real Property on the date title to the condemned portion of the Real Property vests in the condemnor; provided, however, that such termination shall be without prejudice to the rights of Lessor and Lessee to recover just and adequate compensation from any such condemnor. The provisions of this Ground Lease shall remain in full force and effect as to the portion of the Real Property not condemned.

(e) *Division of Award - Partial Condemnation*. Subject to the controlling provisions of the Note Documents, if the Real Property is partially condemned as provided in subsection (d) above, the condemnation proceeds shall be paid as follows:

(i) Lessee first shall be entitled to receive such portion of the condemnation proceeds as shall equal the Trustee's equitable portion of the principal balance and accrued interest on and all other sums owing under the Note Documents. Such amount shall be directly paid to such the Trustee for the redemption of Note pursuant to the terms of the Indenture.

(ii) Lessor shall then be entitled to receive the balance of the condemnation proceeds.

SECTION 12. [INTENTIONALLY OMITTED]

SECTION 13. Events of Default and Remedies.

(a) *Events of Default Defined*. An "Event of Default" has occurred if (i) Lessor fails to perform or cause to be performed any term, covenant, condition, or provision hereof or of the Lease Purchase Agreement after written notice is given to Lessor and Trustee by Lessee; (ii) there is a breach of or material inaccuracy in the representations and warranties of Lessor specified in a written notice given to Lessor and Trustee by Lessee, or (iii) Lessor files a voluntary petition in bankruptcy, and in any case Lessor fails to correct such default within thirty (30) days after written notice specifying the default is given. In the case of any default that cannot with due diligence be corrected within such thirty (30) day period, but can be wholly corrected within a period of time not materially

detrimental to the rights of the Lessee, it shall not constitute an Event of Default if corrective action is instituted by Lessor within the applicable period and diligently pursued (as reasonably determined by Lessee and Trustee) until the default is corrected in accordance with and subject to any directions or limitations of time established in writing by the Lessee and Trustee.

(b) *Lessee Remedies*. Upon the occurrence of an Event of Default by Lessor, Lessee may, upon ninety (90) days written notice and opportunity to cure provided to the Lessor, with or without additional notice or demand, and without limiting the Lessee's remedies as a result of the Event of Default, do any of the following:

(i) Compel specific performance by Lessor of its obligations under this Ground Lease;

(ii) To the extent permitted by this Ground Lease and the Trustee, terminate the Ground Lease and seek to recover from Lessor all damages incurred by the Lessee by reason of the Event of Default by the Lessor including, but not limited to attorneys' fees;

(iii) Remove, sell, lease or otherwise dispose of all Improvements that have not vested in Lessor pursuant to Section 31 of the Lease Purchase Agreement; or

(iv) Pursue any other remedy available to Lessee under the laws of the State of Oklahoma.

The failure of Lessee to exercise such rights after one or more Events of Default shall not be a waiver of the rights of Lessee upon the occurrence of any subsequent Event of Default.

SECTION 14. Expiration or Termination. Subject to the provisions of Section 6 hereof, upon the termination or expiration of this Ground Lease and the Leasehold Estate for any cause, all rights and interests of Lessee, and all persons whomsoever claiming by, through or under Lessee shall immediately cease and terminate, and the Premises, including all buildings, improvements, engines, machinery, generators, boilers, furnaces, elevators, fire escapes, and all lifting, lighting, heating, cooling, refrigerating, air conditioning, ventilating, gas, electric and plumbing apparatus, appliances and fixtures, as well as other fixtures attached to or within the Premises, shall thereafter constitute and belong to and be the absolute property of Lessor or Lessor's successors and assigns, without further act or conveyance, and without liability to make such compensation to Lessee or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee at any time. Subject to the provisions of Section 6 hereof, Lessee agrees on the termination or expiration of this Ground Lease to surrender unto Lessor, all and singular the Premises and its rights and interests in the Leasehold Estate.

SECTION 15. Encumbering the Leasehold. Lessee, and every permitted successor and assign of Lessee, shall have the right, in addition to any other rights granted in this Ground Lease, to encumber its interest in this Ground Lease, under the Indenture, the Lease Purchase Agreement or similar security instruments in favor of Trustee to secure payment of the Note or obligations under the Indenture upon the condition that all rights so acquired under any assignment shall be subject to each of the provisions set forth in this Ground Lease and to all rights and interests of Lessor therein. Lessor agrees, that anything in this Ground Lease to the contrary notwithstanding, as long as the Indenture or similar security instruments in favor of Trustee are in force and effect, the following provisions shall apply:

(a) *Consent to Amendment*. There shall be no modification of this Ground Lease by Lessor or Lessee without the prior written consent of the Trustee.

(b) *Notices to Trustee*. Lessor and Lessee, upon serving the other party with any notice of an Event of Default, failure to comply, or termination, shall simultaneously serve a copy of such notice on the Trustee. If Lessor or Lessee shall serve the other party with a notice of a failure to comply with any term, covenant, condition, or provision hereof, the Trustee shall then have the same period after service of the notice on it as is given to the party which received the notice hereunder to remedy or cause to be remedied such failure, and the party which gave the notice shall accept performances by or at the instigation of any Trustee as if it had been done by the party which received the notice. Any notice required to be given to any Trustee shall be in accordance with Section 16 hereof.

(c) *Curative Rights Trustee*. In addition to the rights granted to the Trustee under subsection (b) of this Section, the Trustee shall have an additional period of ninety (90) days to remedy or cause to be remedied any Event of Default of which it shall receive notice.

(d) *Assignment*. Lessor agrees that, in the event of any enforcement of remedies under the Assignment or the Indenture by the Trustee, either by judicial proceedings, under power of sale or otherwise, all right, title and interest encumbered by the Assignment or the Indenture may, without the consent of Lessor, be assigned to and vested in the Trustee or to such other party as Trustee is entitled to convey such rights and interests, subject and subordinate, however, to the rights, title and interests of Lessor under this Ground Lease.

(e) *Limitation on Liability of Trustee*. Notwithstanding any other provision of this Ground Lease, Lessor and Lessee agree that the Trustee shall in no manner or respect whatsoever be (i) liable or responsible for any of Lessee's obligations or covenants under this Ground Lease (nor shall any rights of such Trustee be contingent on the satisfaction of such obligations or covenants), or (ii) required to cure any Event of Default; provided, however, that if such Trustee becomes the owner of the Leasehold Estate created hereunder, then such Trustee shall be responsible and liable for all obligations and covenants accruing during such Trustee's tenure as owner of such Leasehold Estate. Notwithstanding the foregoing, the liability of a Trustee with respect to its obligations under this Ground Lease shall be non-recourse as to such Trustee and limited to its interest in the Leasehold Estate.

SECTION 16. Notices.

(a) All notices, certificates, demands, requests, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, return receipt requested, or given when dispatched by facsimile transmission, or by personal delivery or overnight courier addressed as follows:

If to Lessor: Independent School District No. 4,
Tulsa County, Oklahoma
Attention: President
109 N. Armstrong
Bixby, Oklahoma 74008
Tele. No.: (918) 366-2200
Fax No.: (918) _____

If to Lessee: Bixby Industrial Authority
Attn: Chairman
City Hall
116 W. Needles
Bixby, Oklahoma 74008
Tele. No.: (918) 366-4430
Fax No.: (918) _____

If to Trustee: BOKF, National Association
1 Williams Center
Tulsa, Oklahoma 74172
Attention: Corporate Trust Department
Tele. No. (918) 588-6451
Fax No. (918) 588-6083

(b) Either party hereto may, by notice given to the other, designate any additional or different addresses to which subsequent notices, certificates, demands, requests, or other communications shall be sent.

(c) Notwithstanding anything contained herein to the contrary, any notice required to be given by Lessor or Lessee hereunder shall be deemed to have been given and shall be effective as of the date such notice is received or refused reflected on said notice. All notices, certificates, demands, requests, or other communications made by either party to the other which are required or permitted by the provisions of this Ground Lease shall be in writing.

SECTION 17. Submission of Matters to Lessor for Approval. Any matter which must be submitted to and consented to or approved in writing by Lessor or Trustee, or any matter which must be submitted to Lessor or Trustee which may become effective if not denied by Lessor, as required under this Ground Lease, shall be submitted to Lessor or Trustee (as applicable) by hand or mailed by United States certified or registered mail return receipt requested, to the address designated for the giving of notice to Lessor and Trustee under Section 16 hereof and shall either be approved or rejected by Lessor and Trustee (as applicable) within thirty (30) days after receipt unless a shorter period of time is expressly stated elsewhere herein. If Lessor or Trustee should fail so to approve or reject within such thirty (30) day period as provided for herein, Lessor's or Trustee's approval shall be assumed to have been unconditionally granted and Lessee shall have the right to proceed on such matter so submitted. Lessor and Trustee (as applicable) shall inform Lessee in writing of its rejection or approval of such submitted matter by hand delivery or United States certified or registered mail, return receipt requested, to the address of Lessee designated for the giving of notice to Lessee in Section 16 hereof. Any review by Lessor of any matter submitted to Lessor is for Lessor's own convenience and purpose only. By undertaking such review, Lessor does not obtain or have any liability to Lessee or any other person, including, without limitation, the insurers and lenders of Lessee.

SECTION 18. Miscellaneous.

(a) *No Waiver of Rights*. No failure of Lessor or Lessee to exercise any power given to either party hereunder or to insist upon strict compliance by the other party with its undertakings, duties and obligations hereunder, and no custom or practice of the parties hereto at variance with the

provisions hereof shall constitute a waiver of either of Lessor's or Lessee's right to demand exact compliance with the provisions contained in this Ground Lease.

(b) *Rights are Cumulative*. All rights, powers, and privileges conferred herein upon both parties hereto shall be cumulative.

(c) *Provisions are Binding Upon Assigns and are Real Covenants*. It is mutually covenanted, understood and agreed by and between the parties hereto, that each of the provisions of this Ground Lease shall apply to, extend to, be binding upon and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors and assigns of Lessor, Trustee and Lessee hereto, and shall be deemed and treated as real covenants running with the Real Property during the Term. The parties further acknowledge and agree that the Trustee and its successors and assigns shall be deemed third party beneficiaries hereunder. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors and assigns of said party, the same as if in each case expressed.

(d) *Applicable Law and Court Proceedings*. This Ground Lease shall be governed, construed, performed and enforced in accordance with the laws of the State (excluding principles of conflict of law). Any suit, action or proceeding against any party arising out of or relating to this Ground Lease, any transaction contemplated thereby, or any judgment entered by any court in respect of any thereof may be brought in State District Court located in Tulsa County, Oklahoma and each party hereby submits to the nonexclusive jurisdiction of such court for the purpose of any such suit, action or proceeding.

(e) *All Genders and Numbers Included*. Whenever the singular or plural number, or masculine, feminine, or neuter gender is used in this Ground Lease, it shall equally apply to, extend to, and include the other.

(f) *Invalidity of Provision or Part Thereof*. In the event any provision, or any portion of any provision of this Ground Lease is held invalid, the other provisions of this Ground Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

(g) *Time is of the Essence*. All time limits stated in this Ground Lease are of the essence of this Ground Lease.

(h) *Section Captions are to be Disregarded*. The captions of the numbered sections of this Ground Lease are for purposes of identification and convenience only and are to be completely disregarded in construing this Ground Lease.

(i) *Entire Agreement; Amendments*. This Ground Lease, and the Lease Purchase Agreement described herein, constitutes the full, complete and entire agreement between and among the parties hereto. No agent, employee, officer, representative or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, adding to or changing the provisions of this Ground Lease. No amendment of this Ground Lease shall be binding unless such amendment shall be in writing, signed by both parties hereto and approved by the Trustee in writing and attached to, incorporated in and by reference made a part of this Ground Lease.

(j) *No Partnership or Agency*. Nothing in this Ground Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Ground Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided herein.

(k) *Limitation of Liability*. Notwithstanding anything herein to the contrary, the liability of Lessee hereunder (including, but not limited to any indemnity obligations) under this Ground Lease shall be non-recourse as to Lessee and, accordingly, Lessor's sole source of satisfaction of such obligations shall be limited to Lessee's interest in the Premises and Leasehold Estate except in the event of Lessee's intentional misconduct or violation of law as regards the Premises to the extent permitted by applicable law. Lessor shall not seek to obtain payment from any person or entity comprising Lessee or from any assets of Lessee other than those described herein, notwithstanding the survival of any obligation of Lessee beyond the Term. No recourse under or upon any obligation, covenant, or agreement contained in this Ground Lease or for any claim based thereon, or under any judgment obtained against Lessee or by the enforcement of any assessment or penalty or otherwise or by any legal or equitable proceeding by virtue of any constitution, rule of law or equity, or statute or otherwise or under any other circumstances, under or independent hereof, shall be had against any incorporator, director, member, or officer, as such, past, present, or future of Lessee or any incorporator, director, member, or officer of any successor entity, as such, either directly or through Lessee or any successor entity, or otherwise, for the payment of any sum that may be due and unpaid by Lessee under this Ground Lease.

(l) *Recordation of Lease*. Lessor and Lessee will execute, acknowledge and deliver a Memorandum of this Ground Lease, in recordable form, and the said Memorandum may be recorded in the appropriate records of Tulsa County, Oklahoma.

(m) *Counterparts*. This Ground Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one in the same document. The signature of any party to any counterpart shall be deemed a signature too, and may be appended to, any other counterpart.

(n) *Preservation of Tax Exemption*. Lessor shall not take any action with respect to the Premises that would adversely affect the exemption of interest on the Note from gross income for federal income tax purposes or would otherwise result in a breach of any representations, conditions, or covenants of Lessee as set forth in the Note Documents.

(o) *Holding Over by Lessee*. If applicable, Lessee shall not use or remain in possession of the Premises after the termination of this Ground Lease. Any holding over, or continued use or occupancy by Lessee after the termination of this Ground Lease, without the written consent of Lessor and Trustee, shall not constitute a month-to-month tenancy, and all other expenses, obligations and payments in effect for the immediately preceding month of this Ground Lease shall apply to the month-to-month tenancy. There shall be no renewal whatsoever of this Ground Lease by operation of law.

(p) *Laws, Rules and Regulations*. Lessor and Lessee and their respective officers, agents, employees, contractors, licensees and any other person whom they control or have the right to control, shall comply with all present and future laws, ordinances, orders, directive, rules and regulations of the United States of America, the State of Oklahoma, the County of Tulsa, the City of

Bixby and their respective agencies, departments, authorities and commissions which may either directly or indirectly affect Lessor or Lessee or the operations on or in connections with the Premises.

(q) *Force Majeure*. Neither party shall be held responsible for losses resulting from its non-performance under this Ground Lease, if fulfillment of any terms or provisions of this Ground Lease are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which said party is unable to prevent by the exercise of reasonable diligence.

(r) *Lease Purchase Agreement.* This Ground Lease shall be subject to all terms and conditions of the Lease Purchase Agreement.

Exhibits

Exhibit "A" – Legal Description of Real Property

Exhibit "B" – Schedule of Lease Purchase Payments for Improvements

Exhibit "C" - Improvements

Executed as of the date shown on the first page of this Ground Lease.

LESSOR:

INDEPENDENT SCHOOL DISTRICT NO. 4, TULSA COUNTY, OKLAHOMA (BIXBY PUBLIC SCHOOLS)

By:_____
President, Board of Education

ATTEST:

_____
Clerk, Board of Education

(Seal)

LESSEE:

BIXBY INDUSTRIAL AUTHORITY

By:_____
Chairman of Trustees

ATTEST:

_____
Secretary of Trustees

(Seal)

EXHIBIT "A"

Legal Descriptions of the Real Property

The Leasehold estate of the Issuer under the Lease in the following described real property situated in Tulsa County, Oklahoma, to wit:

EXHIBIT "B"

Schedule of Lease Purchase Payments for Improvements

DATE	PURCHASE PRICE	NATURE OF IMPROVEMENTS

EXHIBIT "C"

Improvements

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the "Agreement"), is dated as of June 1, 2023, by and between **Bixby Industrial Authority**, as Lessor (the "Lessor"), and **Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools)**, as Lessee (the "Lessee"), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease Purchase Agreement dated as of June 1, 2023, and any other schedule or exhibit made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Cancellation Event" means "Cancellation Event" as defined in Section 8 hereto.

"Casualty Loss" means "Casualty Loss" as defined in Section 26 of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date will be the earlier of (i) the date on which the Property is accepted by Lessee in the manner described in Section 12, or (ii) the date on which sufficient moneys to purchase the Property are deposited for that purpose with the Trustee Bank.

"Contract" means any contract or contracts for the acquisition and/or installation of the Property.

"Development Agreement" means collectively that certain Development Agreement dated as of June 1, 2023, by and between the Lessor and the Lessee, as the same may be amended from time to time, which sets forth the duties, obligations, and responsibilities of each party in regard to the construction of the Project, and which Development Agreement is herein incorporated by reference.

"Equipment" means the property and the improvements to the Real Property described on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"Event of Default" means an Event of Default described in Section 35.

"Ground Lease" shall mean that certain Ground Lease Agreement dated as of June 1, 2023, by and between Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools), as lessor, and the Bixby Industrial Authority, as lessee, pertaining to the Real Property upon which the Project components will be constructed and leased pursuant to this Agreement.

"Indenture" shall mean that certain Note Indenture dated as of June 1, 2023, by and between the Lessor and BOKF, National Association, as Trustee Bank, authorizing the securing the issuance of the Note.

"Lease Term" means the Original Term and any Renewal Terms, but ending on the occurrence of the earliest event specified in Section 6.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Maximum Term" means the Original Term and any Renewal Term ending on the last Payment Date set forth on the Payment Schedule.

"Net Proceeds" mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Nonrenewal Event" means "Nonrenewal Event" as defined in Section 8 hereto.

"Note" shall mean that certain Lease Revenue Note, Series 2023 (Bixby Public Schools Project) dated June ____, 2023, and issued in the original principal amount of $_____ by the Lessor for the purpose of acquiring this Agreement.

"Noteholder" shall mean the legal holder of any registered Note.

"Original Term" means the period from the Commencement Date until June 30, 2024.

"Payment" or "Payments" means the payment (individually) or payments (collectively) of principal or interest payable by Lessee pursuant to Section 9 and as reflected on Exhibit B.

"Payment Dates" means the dates set forth on the Payment Schedule on which Payments of principal or interest are due.

"Payment Schedule" means the schedule of Payments and Purchase Price set forth on Exhibit B.

"Project" means constructing and equipping a new client service center at the Lemley Memorial Campus, including corporate training center and central services center, executive offices and core services and paying costs associated with the issuance of the Note.

"Property" means collectively the Real Property and the Equipment as set forth in Exhibit A attached hereto.

"Purchase Price" means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Property. If there is no "Purchase Price" column set forth on the Payment Schedule, then the Purchase Price shall mean 100% of the outstanding principal amount of the collective remaining Payments. With respect an incremental purchase of the Property (as contemplated by Section 31 herein), the applicable portion of the Purchase Price shall reflect the value of the portion of the Property to be purchased as set forth in the applicable Property Schedule attached hereto as Exhibit A.

"Real Property" means the property designated as Real Property and described on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"Renewal Term" means "Renewal Term" as defined in Section 8 hereto.

"Return Date" means the last day of the fiscal year for which appropriations were made for the Payments due under this Agreement if a Nonrenewal Event occurs or the effective date of the cancellation of this Agreement if a Cancellation Event occurs.

"State" means the State of Oklahoma.

"Tax Regulatory Agreement" means that certain Tax Regulatory Agreement of even date herewith as described in Section 3 herein.

"Trustee Bank" means BOKF, National Association, Tulsa, Oklahoma.

"Vendor" means in the case of Equipment, any manufacturer(s) of the Equipment as well as the agents or dealers of the manufacturer(s) from whom Lessor purchased or is purchasing the Equipment listed on Exhibit A. In the case of improvements to the Real Property, the term "Vendor" shall mean the Contractors or Sub-Contractors providing labor and materials for the construction of the improvement.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision of the State and has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder. Lessee has duly authorized the execution and delivery of this Agreement under the terms and provisions of the resolution of its Board of Education or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement against Lessee, and that this Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to effecting the enforcement of creditors' rights in general.

(c) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to meet its financial obligations for the Original Term.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(g) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(h) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of Lessee or the Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(i) The Property described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish until the expiration of the Maximum Term of this Agreement.

(j) Lessee reasonably expects that it will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into and in any event within three (3) years following the Commencement Date.

(k) Lessee has never failed to ratify or otherwise renew the initial term or any renewal term of any lease purchase, installment sale or other similar agreement through the maximum term of the agreement.

(l) The useful life of the Property will not be less than the Maximum Term.

(m) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the Indenture, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(n) Lessee has provided Lessor with audited financial statements through June 30, 2022. Lessee has experienced no material change in its financial condition since June 30, 2022.

(o) Lessee shall pay the excess (if any) of the actual costs of acquiring the Property under the Agreement over the amount deposited by Lessor in the Construction Fund established under the Indenture and interest earnings thereon.

(p) Lessee represents that the estimated total costs of the Property will not be less than the total principal portion of the Payments.

(q) No part of the Property is located in a 100 year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, and in the event of such occurrence, Lessee shall provide Lessor a flood insurance policy in an amount equal to the lesser of the Purchase Price amount or the maximum amount of flood insurance available under the Flood Disaster Protection Act of 1973, as amended.

(r) Lessee, is a validly existing school district under the laws of the State of Oklahoma and a political subdivision thereof within the meaning of Section 103 of Code.

(s) Lessee is not in breach of or in default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Lessee is a party or to which the Lessee or any property or assets of the Lessee is otherwise subject or bound which in any material way, directly or indirectly, affects the Lessee's entering into this Agreement, or the validity thereof, the validity or adoption of the resolution authorizing Lessee to enter into this Agreement, the execution and delivery of this Agreement or other instruments contemplated thereby to which the Lessee is a party, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Lessee is a party or to which the Lessee or any of the property or assets of the Lessee is otherwise subject or bound.

(t) Lessee shall cause said books of record and account to be audited annually as of the close of each fiscal year by a firm of independent certified public accountants that holds a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74, Oklahoma Statutes 2021, Section 212A (B) selected by the Lessee.

(u) The Lessee hereby covenants and agrees that until the Note has been fully paid, the Lessee will not, unless the consent in writing of the Noteholder is first obtained:

(i) sell, bargain, transfer, assign, convey, exchange or dispose of the Property or any interest therein; or

(ii) lease, mortgage, pledge, hypothecate or in any way encumber the Property or any interest therein except in favor of the Noteholder; or

(iii) grant to any other party a negative pledge agreement, agreement not to sell or encumber, or similar agreement with respect to the Property.

(v) The Lessee shall have the right to enter into additional lease purchase agreements to be paid from revenues from the Lessee's Building Fund which lease purchase indebtedness may be paid equally and ratably with, but not superior to, the obligations of the Lessee under this Lease Purchase Agreement but only under the conditions set forth in this Lease Purchase Agreement and not otherwise.

No additional lease purchase indebtedness shall be incurred unless:

(i) No Event of Default exists under this Lease Purchase Agreement; and

(ii) Prior to the issuance of additional lease purchase indebtedness, the Lessee shall provide to the Noteholder a certificate of an Accountant or Financial Advisor reflecting actual receipts of revenue during each of the two previous fiscal years were sufficient to produce revenues in an amount equal to 135% of the remaining annual debt service requirements of all lease purchase indebtedness outstanding, including the proposed additional lease purchase indebtedness.

Section 3. Tax Regulatory Agreement. Lessee will enter into the Tax Regulatory Agreement on the Commencement Date, which will set forth the representations and covenants applicable to the Federal tax treatment of this Agreement and the Note, including the Lessee's covenant to comply with Sections 103 and 141 to 150 of the Code and the applicable Regulations to ensure that interest on the Agreement is excluded from the gross income of the Lessor for federal income tax purposes and that interest on the Note is excluded from the gross income of the holder(s) of the Note for federal income tax purposes, and will not take or omit to take or permit any person or entity to take or omit to take any action which would cause interest on the Agreement to be included in the gross income of the Lessor for federal income tax purposes or interest on the Note to be included in the gross income of the holder(s) of the Note for federal income tax purposes by reason of Section 103(b) of the Code and the applicable Regulations.

Section 4. Lease of Property. Lessor hereby demises, leases and lets the Property to Lessee, and Lessee rents, leases and hires the Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Lease Term. The Lease Term of this Agreement will consist of the Original Term and all Renewal Terms ending with the expiration of the Maximum Term as set forth on Exhibit B. The Lessee has the option to renew the Lease Term of this Agreement and each Renewal Term shall be twelve months, shall correspond to the Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided that the last scheduled Renewal Term shall be the lesser number of months as may be necessary to extend the Lease Term to the date that the last Payment in the Payment Schedule is due and payable. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term of this Agreement unless extended by mutual ratification pursuant to the provisions of Section 8;

(b) the exercise by Lessee of the option to purchase the Property and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Section 36; or

(d) the payment by Lessee of all Payments authorized or required to be paid by Lessee hereunder during the Maximum Term.

Section 7. Continuation of Lease Term. Lessee currently intends to continue the Lease Term through the Original Term for the Maximum Term and to pay the Payments due or becoming due hereunder from legally available funds. Lessee reasonably believes that it can obtain legally available funds in an amount sufficient to make all Payments during the Maximum Term. Lessor acknowledges that this Agreement is not a general obligation of the Lessee and that there will be no pledge of the full faith and credit of the Lessee or the taxing power of the Lessee as a source of security for the Payments hereunder.

Section 8. Non-Ratification and Right of Termination; Nonrenewal Event; Cancellation Event. Upon expiration of the Original Term, the Agreement may be renewed by ratification for successive fiscal years each beginning on July 1st and ending on June 30th (each a "Renewal Term"). Pursuant to Title 62, Oklahoma Statutes 2021, Section 430.1 and Title 70, Oklahoma Statutes 2021, Section 5-117, continuation of this Agreement past the Original Term (representing the remaining portion of the fiscal year ending June 30, 2024) or any subsequent Renewal Term is dependent upon mutual ratification by Lessee and Lessor. Lessor hereby ratifies all Renewal Terms approved by the Lessee through the end of the Maximum Term. As part of Lessee's ratification, Lessee agrees to affirmatively act by providing Lessor with notice of its intent to renew this Agreement for the applicable Renewal Term, provided that the act of the governing body of the Lessee whereby it appropriates funds to make the requisite Payments hereunder that are due and payable in a succeeding Renewal Term shall be deemed such an affirmative act of the Lessee. Lessee is obligated only to pay such Payments under this Agreement as may be lawfully made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to ratify the Agreement, the Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination as soon as reasonably practical but in any event within thirty (30) days following the end of the then current Original Term or Renewal Term, but failure to give such notice shall not act to extend the term beyond the last day of the fiscal year for which such ratification was made.

If Lessee fails to renew a Lease Term as provided in Section 5 above, then a "Nonrenewal Event" shall be deemed to have occurred. If under Title 62, Oklahoma Statutes 2021, Section 430.1 (or any successor provision of Oklahoma law) Lessee's governing body by a proper resolution adopted by the governing body and entered into the official records or minutes of the governing body certifies that the continuation of the Lease Term of this Agreement is unnecessary or contrary to the public interest, then a "Cancellation Event" shall be deemed to have occurred. If a Nonrenewal Event or a Cancellation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Nonrenewal Event or Cancellation Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Property covered by this Agreement, at Lessee's sole expense, in a manner that is consistent with Section 36(b) hereto; (c) if a Nonrenewal Event is the reason for the return of the Property, then Lessee shall pay all Payments and other amounts payable hereunder for which funds shall have been appropriated and this Agreement shall terminate on the Return Date without penalty to Lessee; (d) if a Cancellation Event is the reason for the return of the Property, then Lessee shall pay all Payments and other amounts payable hereunder through the Return Date and this Agreement shall terminate on the Return Date without penalty to Lessee; and (e) Lessor shall refund to Lessee the interest portion of any Payment previously paid hereunder which has not been earned by Lessor as of the Return Date.

Section 9. Payments. The Lessee will pay Payments, from legally available funds, in the amounts and on the dates set forth on the Payment Schedule. Payments will be in consideration for Lessee's use of the Property during the fiscal year in which such payments are due. Any Payment not received on or before its scheduled Payment Date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its Payment Date. All Payments shall be made by the Lessee to the Trustee Bank on behalf of the Lessor pursuant to the Indenture. In any case where any Payment Date shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which banking institutions in the City of Tulsa, Oklahoma, or in such other locality as the Trustee Bank may maintain its principal offices, are authorized by law to close for business, then the corresponding Payment need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said Payment falls due; provided however, in order to facilitate the timely payment of debt service on the Note, Lessee agrees that it shall transfer or cause to be transferred such Payments to the Trustee Bank on behalf of the Lessor not later than the business day immediately preceding the scheduled Payment Date.

In addition to the Payments, Lessee shall reimburse Lessor (or to the Trustee Bank at the written direction of the Lessor or the Trustee Bank), the following (the "Additional Payments") within thirty (30) days of receipt of written itemized invoices for the same from Lessor or Trustee Bank on behalf of Lessor:

(a) Any sums which the Lessor shall be obligated to pay pursuant to the terms of the Agreement, by reason of any default or delay in payment of sums due thereunder, but only if such delay or default results from the default or breach by Lessee of the terms, conditions and covenants of this Agreement;

(b) Any sums expended by the Lessor or Trustee Bank to insure the Property on Lessee's failure to maintain insurance in accordance with this Agreement or to otherwise cure any defaults by Lessee under this Agreement;

(c) Any sums equal to the actual direct administrative and audit costs of the Lessor attributable to the Project, and in addition, the sum of any rebate calculation, rebate determination or rebate payment costs or opinions attributable to the Project, which payments may be made from interest income derived from accounts or funds created pursuant to the Indenture; and

(d) All fees and expenses of the Trustee Bank payable by the Lessor under the Indenture.

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Payment is paid as, and represents payment of, interest.

Section 11. Payments To Be Unconditional. The obligations of Lessee to make Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Property to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Property or any accident, condemnation or unforeseen circumstances.

Section 12. Acquisition, Delivery, Construction, Installation and Acceptance of the Property. Lessor shall cause the Project to be constructed on the Real Property specified on Exhibit A, which Project consists of the buildings and other improvements to be constructed thereon, and any and all Equipment to be acquired, all in accordance with the plans and specifications approved by the Lessor and the Lessee. The plans and specifications are hereby incorporated by reference. Any and all acquisition, delivery, construction, and installation costs in connection therewith shall be paid from the funds deposited in the Construction Fund established under the Indenture, together with interest earnings thereon, or from other available funds of the Lessee; provided however, Lessor shall not be obligated to expend any funds in furtherance of the Project other than those funds deposited in said Construction Fund established under the Indenture. When the Property has been acquired, delivered, constructed, and/or installed, Lessee will immediately accept the Property and evidence said acceptance by executing and delivering to Lessor an acceptance certificate (substantially in the form of Exhibit B of the Indenture), the form and substance of which acceptance certificate shall also be acceptable to Lessor. After it has been installed, the Property will not be moved from the location specified on Exhibit A without Lessor's consent, which consent will not be unreasonably withheld. Upon purchase and/or installation of any Equipment, the parties hereto shall execute supplemental schedule(s) to Exhibit A attached hereto for the purpose of detailing the Equipment purchased with proceeds of this Agreement, and said supplemental schedule(s) shall be incorporated herein and made a part of this Agreement.

Section 13. Enjoyment of Property. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Property during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 14. Right of Inspection. Lessor or any of Noteholder's officers will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

Section 15. Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Property) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement.

Section 16. Maintenance of Property. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Property in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Property.

Section 17. Ground Lease Agreement. At, or prior to the execution hereof, Lessee shall lease to Lessor, pursuant to that certain Ground Lease Agreement dated as of June 1, 2023, covering certain real property as described therein located in Tulsa County, Oklahoma (the "Ground Lease Agreement"). The Lessor shall be responsible for the costs and expenses of the Ground Lease Agreement, but only to the extent funds are available for such purpose in the Construction Fund held under the Indenture.

Section 18. Title to the Property. The right of possession of the Real Property shall vest in the Lessor pursuant to the Ground Lease Agreement, subject to the rights of Lessee under this Agreement. Upon satisfaction of the incremental purchase provisions of Section 31 hereto, or if Lessee's exercises its option to purchase under the prepayment provisions of Section 31 hereto, title to the Equipment shall transfer to the Lessee and the Lessor shall release from the Ground Lease the Real Property described therein. Upon the occurrence of an Event of Default, or upon occurrence of non-ratification (including a Nonrenewal Event or a Cancellation Event) as set forth in Section 8, the Lessee will surrender possession of the Property to the Lessor. When the Lessee, by prepayment (as set forth in Section 31 hereto) or by payment as scheduled under Exhibit B, shall have paid a sum equal to the Purchase Price (or the applicable portion thereof in case of an incremental purchase) plus interest at the agreed rate, the Equipment (or the applicable portion thereof) shall become the property of the Lessee and Lessor agrees to execute and deliver to Lessee one or more Release of Ground Lease Agreement conveying to the Lessee all of Lessor's right, title and interest in and to the tract or tracts of Real Property, free and clear of all liens and interest of third parties created by, through or under Lessor. Upon receipt of such payments, Lessor shall also deliver to the Lessee a good and sufficient bill of sale or other proper evidence of title thereto, transferring to Lessee all of Lessor's right, title and interest in the Equipment on an "AS-IS, WHERE-IS" basis with all faults, without recourse and without representation or warranty of any kind, express or implied, except for a representation that the Equipment is free and clear of any liens created by the Lessor. Lessor acknowledges and agrees that, notwithstanding the foregoing, Lessor will not be treated for Federal income tax purposes as the tax owner of the Property and, accordingly, Lessor will not take any Federal income tax benefits such as depreciation in respect of the Property during the Lease Term.

Section 19. Security Interest. To the extent permitted by law, Lessee hereby grants to Lessor a first priority security interest in all funds held by the Trustee Bank under the terms of the Indenture, and in any and all proceeds thereof (including, without limitation, any insurance proceeds therefrom). Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform commercial code (UCC) financing statements and any amendments thereto.

Section 20. Certain Property to be Personal Property; Certain Property to be Real Property. Lessor and Lessee agree that the Property designated as Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, including the Real Property, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building, if other than the Lessor. Lessor and Lessee further agree that any Property not specifically designated as Equipment shall be deemed to be Real Property, and any improvements thereon shall be deemed to be attached to the real estate or any building thereon.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee will pay all gas, water, steam, electricity, light,

heat or power, telephone or other utility services and other charges incurred in the use and maintenance of the Property. There shall be no abatement of Payments on account of interruption of any such services. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance will be with insurers that are acceptable to Lessor and Trustee, will name Lessor and Trustee as a loss payee and additional insured, respectively, and may not be cancelled without thirty (30) days prior written notice to Lessor and Trustee, and such casualty insurance will contain a provision making any losses payable to Lessee, Lessor and Trustee, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain either the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Property in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Property repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the Maximum Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Lessee will provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor. Furthermore, Lessee shall deliver (i) audited annual financial statements to the Lessor by April 1 of the year following the end of each fiscal year, including, a balance sheet, statement of revenues, expenses and changes in fund balances for budget and actual, statement of cash flow, rates, schedules and attachments to such financial statements, which audit shall be performed by a firm of independent certified public accountants holding a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74, Oklahoma Statutes 2021, Section 212A (B), and (ii) other reports and information which the Lessor may reasonably request from time to time. Lessee represents and warrants to Noteholder that all financial statements which have been delivered to Noteholder fairly and accurately reflect Lessee's financial condition and there has been no material adverse change in Lessee's financial condition as reflected in the statements since the date thereof.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, defend and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the ownership of any item of the Property, (b) the manufacturing, ordering, acquisition, possession, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property, (c) any accident in

connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury or death to any person or (d) the breach by Lessee of any covenant herein or any material misrepresentation by Lessee of any representation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss, theft, damage or destruction of or damage to the Property, in whole or in part, from any cause whatsoever (a "Casualty Loss"). No such loss of or damage to the Property nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Payments or to perform any other obligation under this Agreement. If a Casualty Loss occurs to any Property, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Property or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property or any part thereof or the interest of Lessee or Lessor in the Property or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee has purchased the Lessor's interest in the Property. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 27, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Property. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Property will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under Section 9 hereto.

Section 29. Disclaimer of Warranties. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION.

All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

Section 30. Vendor's Warranties. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT EACH VENDOR HAS MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE.

Lessee may communicate with each Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. Lessee acknowledges that Lessee has selected each Vendor, who has sold and assigned the Property to Lessor, and that Lessee has directed Lessor to acquire the Property from each Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a Finance Lease within the meaning of the Uniform Commercial Code and that Lessee is entitled to each of the Vendors' warranties and promises described above, if any.

Section 31. Incremental Purchase and Prepayment.

(a) *Incremental Purchase*. Lessee may, by paying the installments of principal at the time and in the amounts set forth on Exhibit "B", elect to acquire Lessor's right, title and interest in and to the Equipment and obtain a Release of Ground Lease Agreement. Upon Lessor's receipt of the balance of the Purchase Price, title to the Real Property shall be released from the Ground Lease.

(b) *Optional Prepayment*. So long as there is no Event of Default then existing, Lessee will have the option to effect the incremental purchase described above, in whole, or in part in minimum denominations of $250,000 or any multiple thereof, on any date on or after _____, 20____, upon giving written notice to Lessor at least thirty (30) days before the date of such payment, and upon payment in full of the Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price (or portion thereof) to Lessor.

Section 32. Further Assurances. The parties hereto further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Lessor and its successors and assigns, all and singular, the interests in the Property hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request. Any performance required of Lessee or any payments required to be made by Lessee may, if not timely performed or paid, be performed or paid by Lessor, and in that event, Lessor shall be immediately reimbursed by Lessee for such payments and for any costs and expense, legal or otherwise associated with the payments or other performance by Lessor, with interest per annum thereon at 10% per annum or the maximum rate permitted by State law.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Property may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice of the name and address of the assignee. It is contemplated hereunder that Lessor will assign all right, title, and interest in and to this Agreement and any and all Payments or other amounts derived thereunder to the Indenture as security for the repayment of the Note. Lessor and Lessee hereby acknowledge and agree that anything in this Agreement to the contrary notwithstanding, as long as the Indenture or similar security instruments in favor of the Trustee Bank are in force and effect, the following provisions shall apply**:**

(a) *Consent to Amendment*. There shall be no modification of this Agreement by Lessor or Lessee without the prior written consent of the Trustee Bank.

(b) *Notices to Trustee Bank*. Lessor, upon serving Lessee with any notice of an Event of Default, failure to comply, or termination, shall simultaneously serve a copy of such notice on the Trustee Bank. If Lessor shall serve Lessee with a notice of a failure to comply with any term, covenant, condition, or provision hereof, the Trustee Bank shall then have the same period after service of the notice on it as is given to Lessee hereunder to remedy or cause to be remedied such failure, and Lessor shall accept performances by or at the instigation of any Trustee Bank as if it had been done by Lessee. Any notice required to be given to any Trustee Bank shall be in accordance with Section 38 hereof.

(c) *Curative Rights of Trustee Bank*. In addition to the rights granted to the Trustee Bank under subsection (b) of this Section, the Trustee shall have an additional period of ninety (90) days to remedy or cause to be remedied any Event of Default of which it shall receive notice.

(d) *Assignment*. Lessor agrees that, in the event of any enforcement of remedies under the Indenture by the Trustee Bank, either by judicial proceedings, under power of sale or otherwise, all right, title and interest encumbered by the Indenture may, without the consent of Lessor, be assigned to and vested in the Trustee Bank or to such other party as Trustee Bank is entitled to convey such rights and interests.

(e) *Limitation on Liability of Trustee Bank*. Notwithstanding any other provision of this Agreement, Lessor and Lessee agree that the Trustee Bank shall in no manner or respect whatsoever be (i) liable or responsible for any of Lessee's obligations or covenants under this Agreement (nor shall any rights of such Trustee Bank be contingent on the satisfaction of such obligations or covenants), or (ii) required to cure any Event of Default; provided, however, that if such Trustee Bank becomes the successor to Lessor's interests in this Agreement, then such Trustee Bank shall be responsible and liable for all obligations and covenants accruing during such Trustee Bank's tenure as Lessor's successor. Notwithstanding the foregoing, the liability of a Trustee Bank with respect to its obligations under this Agreement shall be non-recourse as to such Trustee Bank and limited to its interest in the Agreement.

Lessee will direct the Trustee Bank to retain all such notices as a register of all assignees and will direct the Trustee Bank to make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee, including the Trustee Bank, to protect its interest in the Property and in this Agreement and agrees to the filing of financing statements with respect to the Property and this Agreement.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Property may be assigned, subleased or encumbered by Lessee for any reason.

Section 35. Events of Default Defined. Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to pay any amounts due or otherwise required to be paid under any other agreement with Noteholder;

(c) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(f) Lessee (i) applies for or consents to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) is unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) has an order for relief entered against it under applicable federal bankruptcy law, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(g) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Payments and other amounts payable by Lessee hereunder to the end of the then current Original or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Property is located and retake possession of the Property or require Lessee at Lessee's expense to promptly return any or all of the Property to the possession of Lessor at a place specified by Lessor, and sell or lease the Property or, for the account of Lessee, sublease the Property, holding Lessee liable for the difference between (i) the Payments and other amounts payable by Lessee hereunder to the end of the Lease Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses

of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Property and all brokerage, auctioneers' and attorneys' fees);

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Property; and

(d) Under no circumstances shall Lessee be liable under this Section 36 for any amount in excess of the sum appropriated for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

(e) Upon any Event of Default, interest shall accrue daily on the balance owed hereunder at a rate of interest per annum equal to the sum of the interest rate in effect on such day plus eight percent (8.00%) (the "Default Rate"); provided, however, that the Default Rate shall not exceed the then maximum interest rate allowed for similar obligations pursuant to Oklahoma law.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Arbitration. At the request of any party to this Agreement, and to the extent permitted by applicable law, any claims hereunder shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding that this Agreement, or documents executed in connection herewith, may provide that it is governed by the laws of Oklahoma.

Section 39. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Trustee Bank. As required herein, notices shall also be given when required to the Trustee Bank at the following address:

If to Trustee: BOKF, National Association
1 Williams Center
Tulsa, Oklahoma 74172
Attention: Corporate Trust Department
Tele. No. (918) 588-6451
Fax No. (918) 588-6083

Section 40. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 41. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 42. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 43. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee and with the consent of the Trustee Bank pursuant to Section 33(a) hereto. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 44. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 45. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 46. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 47. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 4, TULSA COUNTY, OKLAHOMA (BIXBY PUBLIC SCHOOLS) ("LESSEE")

By: _____

Name: Justin Cheatham
Title: President, Board of Education
Address for notices:
109 N. Armstrong
Bixby, OK 74008

BIXBY INDUSTRIAL AUTHORITY ("LESSOR")

By: _____

Name: Brian Guthrie
Title: Chairman of Trustees
Address for notices:
City Hall
116 W. Needles
Bixby, OK 74008

EXHIBIT A TO LEASE PURCHASE AGREEMENT

PROPERTY SCHEDULE

See Property items described on the attached schedules.

[Form of Property Schedule]

Check here if Property is designated as Real Property [X]

Check here if Property is designated as Equipment [__]

Description of Property:

The Property described above is located at the following address:

State of Oklahoma

[LESSEE ADDRESS 1]

EXHIBIT B TO LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Commencement Date: **June ____, 2023**
Principal Amount: **$_____**
Interest Rate: **_____%**

Date	*Principal Payment*	*Interest Rate*	*Interest Payment*	*Total Payment*	*Fiscal Year Payment*	*Debt Outstanding*	*Monthly Lease Payment for Payment Dates*	*Monthly Lease Payment Dates*	
								From	*To*

* Interest shall be computed based on a convention that utilizes twelve 30-day months and a 360-day year, and such interest shall accrue on the outstanding principal amount hereunder for each applicable Payment Date identified above.

Additional Payments upon Happening of Certain Events. The Lessee hereby agrees to increase Payments from the above schedule in the amounts and at the times set forth below:

(i) Determination of Taxability. Upon a Determination of Taxability with respect to the Note, the Note will bear interest from the date hereof or the date that taxability commences at a rate equal to the product of the tax-exempt rate of interest otherwise in effect and the Taxable Rate Factor (currently _____).

The Taxable Rate Factor is the amount by which the tax-exempt rate must be multiplied to achieve the equivalent taxable rate given the highest marginal federal corporate tax rate, currently _____%. The Taxable Rate Factor is derived as 1 divided by (1 minus the federal corporate tax rate), rounded to two decimal points. The Taxable Rate Factor is subject to change should the highest marginal federal corporate tax rate change.

The Lessee is also responsible for payment of any interest, penalties or charges owed by the Noteholder as a result of interest on the Note that accrues from and after the date hereof becoming includable in the gross income of the Noteholder, together with any and all attorneys' fees, court costs, or other out of pocket costs incurred by the Noteholder in connection therewith.

(ii) Default Rate. Upon any Event of Default, interest shall accrue daily on the principal balance of the Note at a rate of interest per annum equal to the sum of the interest rate in effect on such day plus eight percent (8.00%) (the "Default Rate"); provided, however, that the Default Rate shall not exceed the then maximum interest rate allowed for similar obligations pursuant to Oklahoma law.

EXHIBIT C TO LEASE PURCHASE AGREEMENT

CLOSING CERTIFICATE OF THE LESSEE

[See Tab 26 of the Transcript of Proceedings]

BIXBY INDUSTRIAL AUTHORITY

TO

BOKF, NATIONAL ASSOCIATION,
as Trustee

NOTE INDENTURE

DATED AS OF JUNE 1, 2023

This Note Indenture constitutes a security agreement authorizing the issuance and securing the payment of the $_____ Bixby Industrial Authority Lease Revenue Note, Series 2023 (Bixby Public Schools Project).

$_____

BIXBY INDUSTRIAL AUTHORITY
LEASE REVENUE NOTE, SERIES 2023
(BIXBY PUBLIC SCHOOLS PROJECT)

NOTE INDENTURE

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$_____

BIXBY INDUSTRIAL AUTHORITY
LEASE REVENUE NOTE, SERIES 2023
(BIXBY PUBLIC SCHOOLS PROJECT)

NOTE INDENTURE

THIS NOTE INDENTURE, dated as of the 1st day of June, 2023, by and between the BIXBY INDUSTRIAL AUTHORITY, acting by and through its Trustees (the "AUTHORITY") and BOKF, NATIONAL ASSOCIATION, as Trustee, a national banking association duly organized and doing business under the laws of The United States of America and the State of Oklahoma and having an office in Tulsa, Oklahoma, which is authorized under such laws to exercise corporate trust powers (hereinafter, together with any bank or trust company appointed as successor Trustee hereunder called "BANK").

W I T N E S S E T H:

WHEREAS, the Bixby Industrial Authority has been created by a Declaration of Trust dated as of _____, 2023, for the use and benefit of the City of Bixby, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.3, inclusive, as amended and supplemented (the "Act"), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Board of Education of Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools) (the "School District") has determined to finance the costs of constructing and equipping a new administration building pursuant to a lease purchase arrangement (collectively, the "Project"); and

WHEREAS, the School District approached the Authority for the purpose of issuing obligations to fund a portion of the costs of the Project through a lease purchase arrangement; and

WHEREAS, the School District, as lessor, and the Authority, as lessee, have entered into a Ground Lease Agreement dated as of June 1, 2023 (the "Ground Lease"), with respect to certain property owned by the School District upon which Project will be constructed; and

WHEREAS, the Authority, as lessor, and the School District, as lessee, have entered into a Lease Purchase Agreement dated as of June 1, 2023 (the "Lease Purchase Agreement"), for purposes of financing a portion of the costs of the Project; and

WHEREAS, in order to fund the acquisition of the Lease Purchase Agreement, the Authority has determined to issue its Lease Revenue Note, Series 2023 (Bixby Public Schools Project) (the "Note"); and

WHEREAS, all things required by the laws of the State of Oklahoma to make this Note Indenture a valid and binding agreement by and between the Bank and the Authority have been done, happened and performed.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants expressed herein and the issuance of the Note by the Authority and other good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, the Bank and the Authority agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. In each and every place in and throughout this Note Indenture, whenever the following terms, or any of them are used, unless the context shall clearly indicate another or different meaning or intent, they shall have the following meanings:

"Accountant" shall mean an independent certified public accountant or firm of independent certified public accountants of recognized standing qualified to perform the duties required under this Note Indenture.

"AUTHORITY" shall mean the Trustees of the Bixby Industrial Authority, a public trust created and existing under the provisions of Title 60, Oklahoma Statutes 2021, Section 176 *et seq.*, and successors thereto and includes the present Trustees and their successors in office.

"Authorized Investments" shall include any of the following securities, as may be amended from time to time by Supplemental Indentures, if and to the extent the same are at the time legal under Oklahoma law for investment of AUTHORITY funds:

(a) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

(b) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration;

(c) bonds, Notes or other evidences or indebtedness rated "AAA" by Standard & Poor's Corporation and "Aaa" by Moody's Investors Service issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(d) U.S dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by Standard & Poor's Corporation and "P-1" by Moody's Investors Service and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(e) commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by Standard & Poor's or "P-1" by Moody's Investors Service and which matures not more than 270 days after the date of purchase;

(f) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by Standard & Poor's Corporation;

(g) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on the escrow, in the highest rating category of Standard & Poor's Corporation and Moody's Investors Service or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in paragraph (a) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which fund is sufficient, as verified by a nationally independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) Investment Agreements [supported by appropriate opinions of counsel as to enforceability]; and

(i) certificates of deposit properly secured at all times by collateral security described in (a) and (b) above. Such certificates of deposit are only acceptable with commercial banks, savings and loan associations, and mutual savings banks, including the TRUSTEE.

For purposes of this Authorized Investments definition, "Value", as of any particular time of determination, means that the value of any investment shall be calculated as follows:

(a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked for prices for such investments so published on or most recently prior to such time of determination;

(b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the TRUSTEE in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(c) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(d) as to any investment not specified above: the value thereof established by prior agreement between the AUTHORITY, and the TRUSTEE.

"BANK" or "Trustee Bank" shall mean the BOKF, National Association, a national banking association with corporate trust powers doing business in the State of Oklahoma or any bank appointed as a successor trustee hereunder and having a capital surplus aggregating at least $10,000,000 which may be designated as Trustee Bank for the Noteholders under this Note Indenture as a replacement therefor.

"Beneficiary" shall mean the City of Bixby, Oklahoma.

"Business Day" shall mean a day other than (a) Saturday, (b) Sunday, or (c) a day on which banks located in Tulsa, Oklahoma and the City of New York, New York are required or authorized by law to remain closed.

"Closing Date" shall mean the date the Note initially issued under this Note Indenture is delivered and payment therefor is received by the AUTHORITY.

"Closing Documents" shall mean all documents required by this Note Indenture or legal counsel as a condition to the issuance of the Note pursuant to this Note Indenture.

"Financial Advisor" means an individual or firm specializing in public finance transactions.

"Fiscal Year" means the year commencing July 1, and ending the next ensuing June 30, or such other fiscal year established by the AUTHORITY for accounting purposes.

"Ground Lease" shall mean that certain Ground Lease Agreement dated as of June 1, 2023, by and between the School District, as lessor, and the AUTHORITY, as lessee.

"Indenture" or "Note Indenture" shall mean collectively this Note Indenture dated as of June 1, 2023, and any instrument supplementing or amending this Note Indenture.

"Lease Purchase Agreement" shall mean that certain Lease Purchase Agreement dated as of June 1, 2023, by and between the AUTHORITY, as lessor, and the School District, as lessee, whereby the School District agrees to make the Lease Purchase Payments as set forth therein.

"Lease Purchase Payments" shall mean the semi-annual payments as scheduled in the Lease Purchase Agreement, subject to annual ratification of the Lease Purchase Agreement by the AUTHORITY and the School District.

"Lease Purchase Revenue" shall mean the revenues generated pursuant to the Lease Purchase Agreement which have been paid by the School District to the AUTHORITY. Lease Purchase Revenue shall also include any other monies derived from the lease or sale of facilities and equipment funded from proceeds of the Lease Purchase Agreement.

"Noteholder" shall mean the legal holder of any Note.

"Note" or "Notes" shall mean the $_____ Bixby Industrial Authority Lease Revenue Note, Series 2023 (Bixby Public Schools Project), dated June ____, 2023, and originally issued pursuant to this Note Indenture.

"outstanding", when used with reference to Notes, shall mean the aggregate of all Notes authorized and issued by the AUTHORITY and authenticated and delivered by the BANK under this Note Indenture except:

(a) Notes which have been cancelled or surrendered to the BANK for cancellation;

(b) Notes deemed to have been paid pursuant to Article XI of this Note Indenture;

(c) any Notes in lieu of or in substitution for Notes that have been issued by the AUTHORITY and authenticated and delivered by the BANK pursuant to this Note Indenture.

(d) Any Notes or portions thereof which have matured or which have been called for redemption and for which funds for full payment have been deposited with the BANK.

"Paying Agent" shall mean any financial institution serving as a paying agent for the Note (which may include the BANK) and any successor or successors appointed pursuant to the provisions of this Note Indenture.

"Project" shall mean any lawful undertaking of the AUTHORITY or the City permitted by the Declaration of Trust. Initially, the Project shall refer to (i) financing the costs to construct and equip a new administration building or in the alternative to acquire a portion of such property pursuant to a lease purchase arrangement, along with related costs; and (ii) paying costs associated with the issuance of the Note. The Project Costs of a bonafide Project may be paid, in whole or in part, from all or a portion of the proceeds of the Note.

"Project Costs" shall mean, but shall not be limited to in connection with any Project, all costs of acquiring, constructing, equipping and furnishing the Project, including but not limited to: obligations incurred for labor and materials and to contractors, builders and materialmen; the restoration or relocation of property damaged or destroyed in connection with such construction; premium of contractors' performance, payment and completion bonds if required; the cost of machinery, equipment or supplies purchased by the AUTHORITY for inclusion as part of the Project; premiums on insurance in connection with the Project, the financing thereof, or the issuance

of and security for the Note; costs of architects and engineers' services; all costs incident to and properly allocable to the acquisition, equipping and construction of the Project and placing of the same in operation; capitalizing any reserve funds for any Note issued pursuant to this Note Indenture; legal, financing, financial, administrative, accounting, printing and recording expenses and fees; and the fees and expenses of Bond Counsel; provided said Project Costs shall only be eligible to be expended from note proceeds to the extent they are eligible costs under the Proposition.

"School District" shall mean Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools).

"Security Documents" shall mean any and all documents given to secure the Note issued pursuant to the Indenture including this Note Indenture, the Lease Purchase Agreement and any financing statements pertaining thereto.

"Tax Regulatory Agreement" shall mean the Tax Regulatory Agreement of the AUTHORITY and the School District dated as of June 1, 2023, and executed and delivered by the Chairman of the AUTHORITY and the President of the School District.

"Trust Estate" shall mean (i) all right, title and interest of AUTHORITY in and to the Lease Purchase Agreement and the Lease Purchase Revenue, and (ii) all other property which is pledged to the BANK under the Note Indenture as security for the Note.

"Declaration of Trust" shall mean the Declaration of Trust dated as of _____, 2023, creating the AUTHORITY pursuant to Title 60, Oklahoma Statutes 2021, Sections 176 to 180.3, inclusive, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma, together with any supplements or amendments to the foregoing instrument.

SECTION 1.02. Interpretation. For all purposes of this Note Indenture, unless the context shall otherwise indicate, (1) words used in the singular number shall include the plural, and vice versa; (2) the word "person" shall include all legally cognizable entities; (3) the words "hereof" and "herein" shall be construed to refer to the entirety of this Note Indenture and not restricted to the particular article, section, subsection or paragraph in which they occur; (4) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

End of Article I

ARTICLE II

GRANTING CLAUSE

The Trustees of the AUTHORITY, in consideration of the premises, the acceptance by the BANK of the trusts hereby created and of the purchase and acceptance of the Note by the holders and registered owners thereof; and also for and in consideration of the sum of Ten Dollars ($10.00) in lawful money of the United States of America to it duly paid by the BANK at or before the execution and delivery of this Note Indenture, and for other good and valuable consideration the receipt whereof is hereby acknowledged; and for the purpose of fixing and declaring the terms and conditions upon which the Note is to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof; and in order to secure the payment of all the Note at any time issued and outstanding under this Note Indenture and the interest and the redemption premium, if any, thereon according to their tenor, purport and effect; and in order to secure the performance and observance of all the covenants, agreements and conditions, express or implied, therein and herein contained, has executed and delivered this Note Indenture and by this Note Indenture has GIVEN, GRANTED, ASSIGNED, PLEDGED, AND GRANTED A SECURITY INTEREST, and does hereby GIVE, GRANT, ASSIGN, PLEDGE, AND GRANT A SECURITY INTEREST unto the BANK and its successor or successors in trust, all of the following property:

(1) The right, title and interest of the AUTHORITY in and to the Lease Purchase Agreement and the Ground Lease, including any funds held under the Indenture and the income derived from the investment thereof, if any, and the Lease Purchase Revenue derived pursuant thereto; and

(2) All funds and accounts created hereunder, including without limitation the funds and accounts described in Sections 4.02 and 4.03 hereof.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed to be, to the BANK and its successor or successors in trust and to them and their assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all and singular the present and future holder or holders and owner or owners of Note issued under and secured by this Note Indenture, without preference, priority or distinction as to lien or otherwise, except as may otherwise be provided herein, of any one note over any other note by reason of priority in their issue, sale or otherwise, all as herein provided.

PROVIDED, HOWEVER, that if the AUTHORITY, its successors or assigns, shall well and truly pay, or cause to be paid, or provide for the payment, pursuant to the provisions of this Note Indenture of the principal of the Note, premium, if any, and the interest due on or to become due thereon, at the times and in the manner set forth in the Note and this Note Indenture, according to the true intent and meanings thereof, and shall well and truly keep, perform and observe all the covenants and agreements as provided herein and pursuant to the terms and provisions hereof, then upon such performance and payments this Note Indenture and the rights hereby granted shall cease,

determine and be void as provided in Article XI hereof; otherwise this Note Indenture shall be and remain in full force and effect.

THIS NOTE INDENTURE FURTHER WITNESSETH and it is expressly declared that the Note issued and secured hereunder are to be issued, authenticated and delivered and all said property hereby given, granted, assigned and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the AUTHORITY has agreed and covenanted, and does hereby agree and covenant, with the BANK and with the respective holder or holders and registered owner or owners, from time to time, of the Note, as hereinafter set forth in this Note Indenture.

End of Article II

ARTICLE III

AUTHORIZATION, TERMS AND CONDITIONS OF NOTE

SECTION 3.01. Notes Issuable Under This Article Only. No Note may be issued under the provisions of this Note Indenture except in accordance with the provisions of this Article or Article V hereof.

SECTION 3.02. Maturities, Interest Rate, Redemption. There is hereby established and created a Note to be known as the Bixby Industrial Authority Lease Revenue Note, Series 2023 (Bixby Public Schools Project), in the original aggregate principal amount of $_____. The Note shall be dated June ___, 2023, be numbered R-1, shall be in fully registered form in the denomination of $5,000, or with respect to principal installments coming due on the same date, integral multiples thereof. The Note shall bear interest at the rate of _____% per annum. The Note shall mature on _____ 1, 20____, and shall be payable in the principal installments, all as set forth in Schedule A to the form of Note set forth on Exhibit "B" attached hereto.

Interest on the Note shall be payable semi-annually on each _____ 1 and _____ 1, beginning _____ 1, 20____, and continuing until the principal amount of the Note is paid; provided, however, if the first day of any month shall not be a Business Day, principal (if any) and interest shall be paid on the next succeeding date which is a Business Day and shall be deemed received as of such first day of the month. Principal and interest on the Note is payable to the registered owner thereof by check or draft mailed to such registered owner. Both the principal of and interest on the Note shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts at the office of the BANK. Interest shall be calculated based upon a 360-day year consisting of twelve (12) thirty (30) day months.

Payments of principal and interest due on the Note shall be remitted to the person appearing as registered owner on the registration books maintained by the BANK at the close of business on the fifteenth day of the calendar month next preceding an interest payment date.

TERMS OF REDEMPTION

Optional Redemption

The principal amount of the Note is prepayable on any date on or after _____ 1, 20____, but not before, in whole, or in part in minimum denominators of $250,000.00, at a price of par, plus accrued interest to the date fixed for redemption, without prepayment premium or penalty, on at least thirty (30) days' notice to the holder(s) of the Note.

Selection of Note Being Redeemed

In the event of any redemption of less than all the outstanding principal amount of the Note, said principal installments shall be redeemed in such order as the AUTHORITY shall determine. If less than all of the principal amount of the Note coming due on a certain date is to

be redeemed, and if there is more than one holder of the Note, the BANK shall select the Note to be redeemed by lot in such manner as the BANK may determine.

Notice of Redemption

Notice of redemption shall be given by the BANK not less than thirty (30) days prior to the date fixed for redemption by notice sent by first class mail (postage prepaid) to the holder or holders of the Note to be redeemed, directed to the addresses shown on the registration books maintained by the BANK. The Note so called for redemption will cease to bear interest after the specified redemption date provided funds for its redemption are remitted to the Noteholder on such date.

SECTION 3.03. Execution of Note. The Note shall be executed by the manual or facsimile signature of the Chairman or Vice Chairman of the AUTHORITY, be attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the AUTHORITY, have affixed or printed thereon the facsimile of the seal of the AUTHORITY and shall be authenticated by the manual signature of an authorized officer of the BANK, all as may be required or permitted by the Registered Public Obligation Act of Oklahoma. The Chairman or Vice Chairman and Secretary or Assistant Secretary as the case may be by filing an official's certificate of manual signature shall be considered to have adopted as and for their own proper signatures their respective facsimile signatures appearing on said Note.

In case any officer whose signature or a facsimile of whose signature shall appear on the Note shall cease to be such officer before the delivery of such Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and also the Note may bear the signature or signatures or the facsimile signature of signatures of such persons as at the actual time of the execution of such note shall be the proper officers to sign such note although at the date of such note such persons may not have been such officers.

SECTION 3.04. Form of Note. The Note originally authorized and issued hereunder shall be substantially in the form hereinbelow set forth in Exhibit "B" attached hereto, with such additional variations, omissions and insertions as are permitted or required by this Note Indenture. The Note may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any securities exchange on which the Note may be listed or any usage or requirement of law with respect thereto. The Notes may bear identifying so-called CUSIP numbers but any failure to include such numbers or any error in any CUSIP number so included shall not in any way affect the validity of the Notes.

SECTION 3.05. Details of Note. The Note shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is registered upon an interest payment date, in which case it shall bear interest from such date or unless it is registered prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication of any registered Note interest is in default, such Note shall bear interest from the date to which interest shall have been paid.

Both the principal of and the interest on the Note shall be payable in any coin or currency of The United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payment of the interest on the registered Note shall be made by the BANK on each interest payment date to the person appearing in the registration books of the AUTHORITY hereinafter provided for as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books. Payment of the principal of the Note shall be made by the BANK on each date a principal installment is due and in the amount as set forth on Schedule A the Note, by check or draft mailed to such registered owner at his address as appears on such registration books.

SECTION 3.06. Authentication of Note. Only such Note as shall have endorsed thereon an authentication certificate substantially in the form hereinabove set forth, duly executed by the BANK, shall be entitled to any benefit or security under this Note Indenture. No note shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the BANK, and such certificate of the BANK upon any such note shall be conclusive evidence that such note has been duly authenticated and delivered under this Note Indenture. The BANK's certificate of authentication on any note shall be deemed to have been duly executed if signed by an authorized employee of the BANK, but it shall not be necessary that the same employee sign the certificate of authentication on the Note that may be issued hereunder at any one time.

SECTION 3.07 Transfer and Exchange of Note. The Note is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the BANK but only in the manner, subject to the limitations and upon payment of the charges provided in this Note Indenture, and upon surrender and cancellation of the note. Upon such transfer a new Note or Notes of the same maturity or maturities, interest rate or rates and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. The AUTHORITY and the BANK may deem and treat the registered owner of the Note or Notes as the absolute owner thereof (whether or not the note shall be overdue) for the purpose of receiving payment thereon and for all other purposes and neither the AUTHORITY nor the BANK shall be affected by any notice to the contrary.

The Note is issuable only in the form of fully registered Note without coupons in the denomination of $5,000 each or any integral multiple thereof. Upon payment of a transfer charge as provided in the Note Indenture and any required tax, fee or other governmental charge and subject to such conditions, the Note, upon the surrender thereof at the principal office of the BANK with a written instrument of transfer, in form and with guarantee of signature satisfactory to the BANK, duly executed by the registered owner or such owner's duly authorized attorney, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Note of the same maturity and interest rate of any other authorized denomination. The AUTHORITY and the BANK shall not be required to issue, transfer or exchange the Note during a period beginning at the close of business on the 15th day of the calendar month next preceding either any interest payment date and ending at the close of business on the interest payment date. The AUTHORITY or the BANK may make a charge to the Noteholders for every such exchange or transfer of Note and may make an additional charge sufficient to reimburse it for any tax, or other governmental charge required to be paid with respect to such exchange or transfer. Except as otherwise provided

in the preceding sentence, the cost of preparing each new Note (including the printing of Note, if necessary) upon each exchange or transfer shall be paid by the AUTHORITY.

Notwithstanding any provision contained herein to the contrary, the Note shall not be offered, transferred, assigned, sold, pledged or disposed of unless the transferor provides the BANK satisfactory evidence that the proposed transferee is an "accredited investor" as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and the transferee executes an Investment Letter in substantially the form set forth in the Investment Letter attached hereto as Exhibit "C".

SECTION 3.08. Mutilated, Destroyed, Stolen or Lost Note. In case any note secured hereby shall become mutilated or be destroyed, stolen or lost, the AUTHORITY shall cause to be executed, and the BANK shall authenticate and deliver, a new note of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated note, or in lieu of and in substitution for such note destroyed, stolen or lost, upon the holder's paying the reasonable expenses and charges of the AUTHORITY and the BANK in connection therewith, and, in case of a note destroyed, stolen or lost, his filing with the BANK evidence satisfactory to it and to the AUTHORITY that such note was destroyed, stolen or lost, and of his ownership thereof, and furnishing the AUTHORITY and the BANK indemnity satisfactory to them.

SECTION 3.09. [Left Blank Intentionally].

SECTION 3.10. [Left Blank Intentionally].

SECTION 3.11. Evidence of Signatures of Noteholders and Ownership of Note.

(a) Any request, consent, revocation of consent or other instrument which this Note Indenture may require or permit to be signed and executed by the Noteholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Noteholders in person or by their attorneys appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or the holding by any person of the Note shall be sufficient for any purpose of this Note Indenture (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the BANK, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Noteholder or his attorney for such instruments may be proved by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. When such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of his authority.

(2) The amount of Note transferable by delivery held by a person executing any instrument as a Noteholder, the date of his holding such Note, and the numbers and other identification thereof, may be proved by a certificate, which need not be acknowledged or verified, in form satisfactory to the BANK executed by the BANK or by a member of a financial corporation or other depository wherever situated, showing at the date therein mentioned that such person exhibited to such member or officer or had on deposit with such depository the Note described in such certificate. Such certificate may be given by a member of a financial firm or by an officer of any bank, trust company, with respect to Notes owned by it, if acceptable to the BANK. In addition to the foregoing provisions, the BANK may from time to time make such reasonable regulations as it may deem advisable permitting other proof of holding of Notes transferable by delivery.

(b) The ownership of Notes and the amount, numbers and other identification, and the date of holding the same shall be proved by the registration books hereinabove provided for.

(c) Any request or consent by the owner of any note shall bind all future owners of such note in respect of anything done or suffered to be done by the AUTHORITY, the Beneficiary or the BANK in accordance therewith.

SECTION 3.12. [Left Blank Intentionally].

SECTION 3.13. No Recourse on the Note. No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Note or for any claim based thereon or on this Note Indenture against any officer, director, trustee or employee of the BANK or any trustee, officer or employee of the AUTHORITY.

SECTION 3.14. Delivery of the Note. Upon the execution and delivery of this Note Indenture, the AUTHORITY shall execute and deliver to the BANK and the BANK shall authenticate the Note and deliver it to the purchaser as may be directed by the AUTHORITY as hereinafter in this Section provided.

Prior to the delivery by the BANK of the Note there shall be filed with the BANK:

(a) A copy, duly certified by the Secretary of the AUTHORITY, of the resolution or resolutions adopted by said AUTHORITY authorizing the execution and delivery of this Note Indenture and the authorization, issuance, sale and delivery of the Note.

(b) Original executed counterparts or certified copies of this Note Indenture and the Lease Purchase Agreement.

(c) A signed copy of the opinion of bond counsel.

SECTION 3.15. Application of Proceeds of the Note. The proceeds received from the sale of the Note, shall be applied simultaneously with the delivery of such Note to the original purchasers thereof, as set forth in the Closing Order executed by the AUTHORITY.

End of Article III

ARTICLE IV

PLEDGE OF REVENUES; ESTABLISHMENT AND USE OF FUNDS AND ACCOUNTS

SECTION 4.01. The Pledge Effected by this Note Indenture. The Note is an obligation of the AUTHORITY payable solely from and secured by the Lease Purchase Revenue pledged thereto and the funds and accounts pledged therefor. There are hereby pledged for the payment of the principal and interest on the Note in accordance with its terms and the provisions of this Note Indenture, subject to the provisions of this Note Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Note Indenture: (i) the proceeds of sale of the Note held under this Note Indenture, (ii) the Lease Purchase Revenue, and (iii) all funds and accounts established by this Note Indenture, including the income derived from the investment thereof, if any.

The pledge shall be valid and binding from and after the date of adoption, execution and delivery of this Note Indenture, and the proceeds of the sale of the Note and the Lease Purchase Revenue and funds and accounts as received by the AUTHORITY as set forth in this Section 4.01 shall immediately be subject to the lien of the pledge without any further act, and the lien of the pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the AUTHORITY irrespective of whether such parties have notice thereof.

The Note and the interest thereon shall be a valid claim of the Noteholder thereof against the Note Fund and the amount of the Lease Purchase Revenue pledged to the Note Fund and shall constitute a prior charge over all other charges or claims whatsoever against the Note Fund.

SECTION 4.02. Creation of Funds and Accounts. The following Funds and Accounts shall be created in the BANK and shall be maintained so long as the Note is outstanding and shall be used for the following purposes:

(a) The Note Proceeds Fund shall be used to receive the proceeds of the Note and make the payments and transfers as set out in the Closing Order executed by the AUTHORITY.

(b) The Construction Fund shall be utilized as more fully set out in Section 4.03 hereof.

(c) The Revenue Fund shall be used to receive all of the Lease Purchase Revenue and thereafter to transfer an amount equal to the principal due on the Note on the next semi-annual principal payment date to the Principal Account of the Note Fund and transfer an amount equal to the interest due on the Note on the next semi-annual interest payment date to the Interest Account of the Note Fund, each as appropriate. Any monies remaining in the Revenue Fund after the required transfers have been made shall be returned to the AUTHORITY.

(d) The Note Fund and its corresponding Accounts are to be maintained with the BANK and used for the following purposes:

(1) The Interest Account shall be used to receive the required transfer from the AUTHORITY or the Revenue Fund as described herein; to receive the income derived from investment of the Interest Account; to receive transfers from other accounts or funds and to utilize such transfers to reduce or eliminate the required deposits therein and to pay the interest on the Note as it becomes due and payable.

(2) The Principal Account shall be used to receive the required transfer from the AUTHORITY or the Revenue Fund as described herein; to receive the income derived from the investment of the Principal Account; to receive transfers from other accounts or funds and to utilize such transfers to reduce or eliminate the required deposits therein and to pay the principal of the Note as it becomes due and payable.

SECTION 4.03. Construction Fund. Monies in the Construction Fund, shall be expended to pay the Project Costs of the Project or to reimburse the AUTHORITY or the School District for amounts spent for such Project Costs. Such expenditures and reimbursements shall be made in accordance with procedures and requirements of applicable law and the Arbitrage and Use of Proceeds Certificate of the AUTHORITY. Until used and applied in accordance with the provisions of this Section, monies in the Construction Fund and income derived from the investment thereof shall be held in trust for the benefit and security of the holder of the Note.

Whenever the purposes for which the Construction Fund was created have been satisfied, any balance then remaining therein may be deposited by the AUTHORITY into the Note Fund and utilized to pay the principal of or interest on the Note.

Notwithstanding the above provisions of this Section, to the extent that other monies are not available therefor from any other funds or accounts held under this Note Indenture, amounts in the Construction Fund shall be applied to the payments of principal of or interest on the Note when due.

Construction and acquisition of the Project and payment of Project Costs therefor shall be governed by the provisions of this Section. All Project Costs, except as shall be paid on date of delivery of such Note pursuant to the Closing Order of the AUTHORITY, shall be paid by the BANK from the Construction Fund only upon receipt of a requisition duly executed by an authorized representative of the AUTHORITY, and substantially in the form attached hereto as Exhibit "A". All such requisitions shall be accompanied by a Certificate of Acceptance and Payment Request in the form attached hereto as Exhibit "B", duly executed by the School District.

Upon receipt of such requisition and any accompanying certificates required by the BANK, the BANK shall pay each such item from the Construction Fund by a check or draft payable to the person to whom payment is to be made and shall provide copies of the processed requisition and evidence of payment thereof to the AUTHORITY. All requisitions, statements, certificates and opinions received by the BANK as required in this Section as conditions of payment from the Construction Fund, may be relied upon by and shall be retained in the possession of the BANK, subject at all times to the inspection of the AUTHORITY, the School District and their representatives.

At the direction of the AUTHORITY, amounts in the Construction Fund shall be invested and reinvested by the BANK to the fullest extent practicable in Authorized Investments maturing in such amounts and at such times as may be necessary to provide funds when needed to pay the Project Costs of each Project or such other purpose to which such monies are applicable; provided, however, in the event such direction to the BANK is not timely made by the AUTHORITY, the BANK shall proceed with the investment thereof in a money market fund as set forth in subparagraph (f) of the definition of "Authorized Investments" in Section 1.01. The BANK may, and to the extent required for payments from the Construction Fund shall, sell any such Authorized Investments at any time, and the proceeds of such sale, and of all payments at maturity and upon the redemption of such investments, shall be held within the Construction Fund.

SECTION 4.04. Security Interest in Revenues. As consideration for the execution of this Note Indenture and the issuance of the Note by the AUTHORITY and in order to secure all the payments required hereunder and by the Note, the AUTHORITY has pledged the Lease Purchase Revenue to the BANK as set out in Article II hereof; and has created a security interest in said Lease Purchase Revenue in favor of the BANK for the benefit of the holders of the Note. The AUTHORITY hereby assigns and pledges and creates a security interest in the AUTHORITY's interest in the Lease Purchase Revenue favoring the BANK and the AUTHORITY covenants and agrees to deposit or transfer, or cause to be deposited or transferred as received, the Lease Purchase Revenue into the Revenue Fund created in the BANK as set forth herein. This covenant is the essence of the transaction and may be specifically enforced in any court of competent jurisdiction.

SECTION 4.05. Collection and Disposition of Revenues. The AUTHORITY has created a security interest in the AUTHORITY's interest in the Lease Purchase Revenue which has been assigned to the BANK. The AUTHORITY shall cause the Lease Purchase Revenue to be deposited in the Revenue Fund, to be used to transfer an amount equal to the principal due on the Note on the next semi-annual principal payment date for deposit in the Principal Account plus an amount equal to the interest due on the Note on the next semi-annual interest payment date for deposit in the Interest Account. Any transfers required to be made to the Principal and/or Interest Account may be reduced by any surplus amounts contained in or transferred to the Interest Account or the Principal Account.

SECTION 4.06. Investments. Monies contained in the Construction Fund, the Revenue Fund and the Note Fund, including the Interest Account and the Principal Account, shall be continuously invested and reinvested by the BANK in Authorized Investments as may be directed by the AUTHORITY that shall mature not later than the respective dates, as estimated, when the monies in said Funds and Accounts shall be required for the purposes intended but in no event more than five (5) month for the Interest Account and the Principal Account and twenty-four (24) months for the Construction Fund. In the absence of any direction as to investments by the AUTHORITY, the BANK shall invest funds into the Federated Treasury Obligations Fund (TOSXX) as standing instructions. The Trustee shall not be liable for any losses (including specifically depression of value) resulting from such permitted investments.

Investment income derived from the various Funds and Accounts shall remain in such Funds and Accounts except as otherwise provided herein.

SECTION 4.07. Depository of Monies and Security For Deposits. The Funds and Accounts of the AUTHORITY shall be maintained with the BANK. Said Funds and Accounts shall be special trust accounts for the benefit of the holders of the Note and shall not be subject to lien or attachment by any creditors of the AUTHORITY or the BANK.

SECTION 4.08. Rebate.

(a) The AUTHORITY agrees to compute or cause to be computed the Rebate Amount, as defined in the Tax Regulatory Agreement, as of each Computation Date, as defined in the Tax Regulatory Agreement in accordance with the Tax Regulatory Agreement, if appropriate. The BANK is not responsible for calculating the Rebate Amount but may hire, at the AUTHORITY'S expense, an independent third party to make such calculations.

(b) The AUTHORITY shall pay, if appropriate, (1) not later than 60 days after the end of each five-year period following the date of issuance of the Note, an amount such that, together with amounts previously paid, the total amount paid to the United States is not less than 90% of the Rebate Amount calculated as of the end of the most recent Computation Period, and (2) not later than 60 days after the date the Note has been paid or redeemed, 100% of the Rebate Amount as of the end of the final Computation Period.

Notwithstanding anything in this Note Indenture to the contrary, in the event the AUTHORITY shall receive an opinion of nationally recognized bond counsel to the effect that it is not necessary under existing statutes and court decisions to pay any amount attributable to earnings on funds held under this Note Indenture to the United States in order to preserve the exclusion from gross income of interest on the Note, then the provisions of this Section need not be complied with and shall no longer be effective.

All terms used in this Section and not otherwise defined, are used as defined in the Tax Regulatory Agreement.

SECTION 4.09. Non-Arbitrage; Tax Compliance. Notwithstanding all the provisions of this Note Indenture, moneys in the various Funds and Accounts created under this Note Indenture or any indenture supplementary or amendatory hereto shall not be allowed to accumulate or be invested in a manner which would result in the loss of the exclusion of interest on the Note from gross income for purposes of Federal income taxation or in such manner which would result in the Note constituting "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 or any applicable subsequently enacted tax legislation. Provided, however, the BANK shall in no event be held liable if the Note is ever determined to be an arbitrage bond.

In furtherance of this provision, all investment of funds held under the Indenture referred to in the Tax Regulatory Agreement shall be invested, and the earnings thereon applied, in accordance with the expectations and procedures set forth in the Tax Regulatory Agreement. The AUTHORITY shall provide moneys to the extent necessary to fund rebate payments required by the Tax Regulatory Agreement. Notwithstanding any other provision of the Indenture or any indenture supplementary or amendatory thereto, the obligation of the AUTHORITY established by this

section shall survive and shall remain effective subsequent to the payment of the Note until the satisfaction thereof in conformance with the requirements of the Tax Regulatory Agreement.

Notwithstanding any provision of this Indenture to the contrary, the AUTHORITY hereby specifically covenants with the holders of the Note that the AUTHORITY will (i) take all actions on its part necessary to cause interest on the Note to be exempt from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and (ii) refrain from taking any action which would cause interest on the Note to be subject to federal income taxes.

End of Article IV

ARTICLE V

ADDITIONAL NOTES

SECTION 5.01. Parity Notes. No additional parity Notes may be issued under this Note Indenture secured ratably with the Note.

SECTION 5.02. Refunding Notes. Refunding Notes may be issued hereunder or secured hereby or by a new Note Indenture for the purpose of providing the monies for refunding any of the Notes.

SECTION 5.03. Junior Lien Notes. Nothing shall be construed to prohibit the AUTHORITY from incurring an indebtedness junior or inferior to the Note.

End of Article V

ARTICLE VI

COVENANTS BY AUTHORITY

SECTION 6.01. Payment of Principal and Interest. The AUTHORITY will promptly pay the principal of and interest on the Note issued under the provisions of this Note Indenture at the places, on the dates and in the manner provided herein and in said Note.

SECTION 6.02. Performance of Covenants by AUTHORITY. The AUTHORITY covenants that it will faithfully perform and observe at all times any and all covenants, undertakings, stipulations and provisions on its part under, and preserve and enforce all the terms and provisions of this Note Indenture, the Lease Purchase Agreement and the Note. The AUTHORITY covenants that it is duly authorized under the Constitution and laws of the State of Oklahoma to issue the Note and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the issuance of the Note has been duly and effectively taken; and that the Note in the hands of the holders thereof is and will be a valid and enforceable obligation of the AUTHORITY according to the import thereof.

SECTION 6.03. Books and Records; Annual Audit. The AUTHORITY shall cause said books of record and account to be audited annually as of the close of each fiscal year by a firm of independent certified public accountants that holds a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74 Oklahoma Statutes, Section 212A (B) selected by the Trustees of the AUTHORITY.

Not later than April 1 of the following year after the close of each fiscal year of the AUTHORITY, the AUTHORITY shall furnish to the BANK and to any requesting Noteholder a report which includes financial statements prepared by the AUTHORITY and audited by the firm of independent certified public accountants that holds a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74 Oklahoma Statutes, Section 212A (B).

SECTION 6.04. Payment of Charges. The AUTHORITY covenants that all reasonable charges made by the AUTHORITY and the BANK for services rendered, and for the payment of principal of and interest on the Note, and any AUTHORITY compensation and expenses will be paid by the AUTHORITY and will not be required to be paid by the holders of the Note.

SECTION 6.05. Instruments of Further Assurance; Defenses of Actions. Whenever reasonably requested so to do by the BANK, the AUTHORITY covenants and agrees to promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and to promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the BANK and the holders of the Note all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Note Indenture.

The AUTHORITY covenants and agrees to defend against every suit, action or proceeding (to the extent said suit, action or proceeding is a result of action or inaction by the AUTHORITY) at any time brought against the BANK or the Noteholders upon any claim arising out of the receipt,

application or disbursement of any of the revenues, or involving the BANK's or such Noteholder's rights under this Note Indenture.

SECTION 6.06. Recordation/Filing of Security Documents. The BANK shall cause financing statements and other instruments as may be required from time to time to be kept, recorded and filed to be kept, recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the holders and owners of the Note, and the rights of the BANK hereunder and to perfect the lien of and the security interest created by the Note Indenture.

SECTION 6.07. Non-Impairment of Security. The AUTHORITY covenants that so long as any of the Note issued pursuant to the Note Indenture are outstanding and unpaid, the AUTHORITY will not voluntarily consent to take any action which will reduce the amount of monies made available hereunder to the BANK for payment of principal and interest on the Note, or which will in any manner impair or adversely affect the rights of the AUTHORITY or the BANK or the security provided by this Note Indenture to the holders from time to time of the Note.

SECTION 6.08. No Diminution of Rights. The AUTHORITY will not enter into any contract or arrangement, nor take any action, the results of which might impair or diminish the rights of the holders of the Note.

SECTION 6.09. Encumbrances or Removal of Project. The AUTHORITY shall not abandon, sell or otherwise dispose of, lease or transfer possession of, mortgage or otherwise encumber, the Project or any plant or property thereof.

SECTION 6.10. Compliance with Governmental and Contractual Requirements including Indenture. The AUTHORITY covenants and agrees to faithfully and fully comply with and abide by every statute, order, rule or regulation now in force or hereafter enacted by any competent governmental agency or authority with respect to or affecting the operation of the properties and business of the Trust Estate and cause the School District to comply therewith pursuant to the Lease Purchase Agreement. The AUTHORITY covenants and agrees to comply with the terms, covenants and provisions, expressed or implied, of all contracts entered into by the AUTHORITY for the use of or affecting the Trust Estate or the business of the AUTHORITY.

SECTION 6.11. Instruments of Further Assurance. Whenever reasonably requested so to do by the BANK, the AUTHORITY covenants and agrees to promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and to promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the BANK and the holders of the Note all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Indenture.

SECTION 6.12. Recordation of Memorandum of Ground Lease, Lease Purchase Agreement, Indenture and Security Documents. The AUTHORITY shall cause a Memorandum generally describing the Indenture, the Ground Lease, the Lease Purchase Agreement and all supplements hereto and thereto (as well as such other security documents, financing statements and

all supplements thereto and other instruments as may be required from time to time to be kept, recorded and filed) to be recorded and filed with the County Clerk of Tulsa County, Oklahoma.

SECTION 6.13. Non-Impairment of Security. The AUTHORITY covenants that so long as the Note issued pursuant to the Indenture is outstanding and unpaid, the AUTHORITY will not voluntarily consent to any amendment to the Ground Lease, the Lease Purchase Agreement or this Indenture nor otherwise take any action which will reduce the amount of monies made available thereunder to the BANK for payment of principal and interest on the Note, or which will in any manner impair or adversely affect the rights of the AUTHORITY or the BANK or the security provided by this Indenture to the holders from time to time of the Note.

SECTION 6.14. Determination of Taxability. Upon a Determination of Taxability with respect to the Note, the Note will bear interest from the date hereof or the date that taxability commences at a rate equal to the product of the tax-exempt rate of interest otherwise in effect and the Taxable Rate Factor (currently _____).

The Taxable Rate Factor is the amount by which the tax-exempt rate must be multiplied to achieve the equivalent taxable rate given the highest marginal federal corporate tax rate, currently _____%. The Taxable Rate Factor is derived as 1 divided by (1 minus the federal corporate tax rate), rounded to two decimal points. The Taxable Rate Factor is subject to change should the highest marginal federal corporate tax rate change.

The School District is also responsible for payment of any interest, penalties or charges owed by the Noteholder as a result of interest on the Facility that accrues from and after the date hereof becoming includable in the gross income of the Noteholder, together with any and all attorneys' fees, court costs, or other out of pocket costs incurred by the Noteholder in connection therewith.

SECTION 6.15. Maintenance of Tax-Exempt Status of Income of AUTHORITY. The AUTHORITY covenants and agrees to proceed diligently in good faith and use its best efforts to maintain the status of income of the AUTHORITY as exempt from Federal and State of Oklahoma income taxation.

SECTION 6.16. Rights of Inspection. The Noteholder shall have the right at all reasonable times to inspect the Project and all records, accounts and data of the AUTHORITY and the BANK relating thereto, and upon request the AUTHORITY shall furnish to the Noteholder, the financial statements, reports and other information relating to the AUTHORITY and the Project as the Noteholder may from time to time reasonably request.

SECTION 6.17. No Diminution of Rights. The AUTHORITY will not enter into any contract or arrangement, nor take any action, the results of which might impair or diminish the rights of the holders of the Note subject to the provisions of the Indenture.

End of Article VI

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01. Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) The interest on the Note is not paid punctually when due;

(b) The principal of the Note is not paid punctually when due, whether at the stated principal installment due dates or at maturity thereof, or upon the maturity thereof by declaration;

(c) The occurrence of an Event of Default under the Ground Lease, the Lease Purchase Agreement or, this Indenture, for any reason they are declared invalid or unenforceable by or against the AUTHORITY; or

(d) Should the Note Indenture or the Lease Purchase Agreement or the Ground Lease be terminated or for any reason be declared invalid or unenforceable by the AUTHORITY (unless all covenants and obligations of this Note Indenture are assumed by the City), or if the School District fails to annually appropriate the Rental Payments to the AUTHORITY in accordance with the Lease Purchase Agreement;

(e) If an order, judgment or decree shall be entered by any court of competent jurisdiction (1) appointing a receiver, trustee, or liquidator for the AUTHORITY, (2) approving a petition filed against the AUTHORITY under the provisions of Chapter 9 of Title 11 of the United States Code, as amended (the "Bankruptcy Code"), (3) granting relief substantially similar to that afforded by said Chapter 9, or (4) assuming custody or control of the AUTHORITY under the provision of any law for the relief or aid of debtors and such order, judgment or decree shall not be vacated or set aside or stayed (or, in case custody or control is assumed by said order, such custody or control shall not be otherwise terminated), within sixty (60) days from the date of the entry of such order, judgment or decree;

(f) If the AUTHORITY shall (1) admit in writing its inability to pay its debts generally as they become due, (2) file a petition in bankruptcy or seeking a composition of indebtedness, (3) make an assignment for the benefit of its creditors, (4) file a petition or an answer seeking relief under any amendment to said Bankruptcy Code which shall give relief substantially the same as that afforded by said Chapter 9, or (5) consent to the assumption by any court of competent jurisdiction under the provisions of any other law for the relief or aid of debtors of custody or control of the AUTHORITY;

(g) Default by the AUTHORITY in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Note Indenture on the part of the AUTHORITY to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the AUTHORITY by the BANK, which may give such notice in its discretion and shall give such notice at the written request of the

holders of not less than twenty-five percent (25%) in principal amount of the Note then outstanding.

The word "default" as used above shall mean failure of performance when due, exclusive of any period of grace required to correct any such failure. Upon any Event of Default, interest shall accrue daily on the principal balance of the Note at a rate of interest per annum equal to the sum of the interest rate in effect on such day plus eight percent (8.00%) (the "Default Rate"); provided, however, that the Default Rate shall not exceed the then maximum interest rate allowed for similar obligations pursuant to Oklahoma law.

SECTION 7.02. Remedies. Upon the occurrence of an Event of Default, the AUTHORITY, the BANK and the Noteholders shall have all the rights and remedies at law or equity as may be allowed by law, this Note Indenture or pursuant to the provisions of the Lease Purchase Agreement by virtue of its assignment hereunder, including but not limited to, suit for specific performance of any or all of the covenants of the AUTHORITY contained in this Note Indenture, the Lease Purchase Agreement or the Note; requiring that the Lease Purchase Revenue be deposited directly as received with the BANK; acceleration of the payment of principal of and interest accrued on all Note; or suit at law or equity to enforce or enjoin the action or inaction of parties under the provisions of this Note Indenture or the Lease Purchase Agreement.

SECTION 7.03. Acceleration; Annulment of Acceleration.

(a) Upon the occurrence of an Event of Default, the BANK may, and upon the written request of the holders of not less than fifty-one percent (51%) of the aggregate principal amount of Note outstanding shall, by notice in writing to the AUTHORITY and the City, declare the Note then outstanding immediately due and payable, and such Note shall become and be immediately due and payable, anything in such Note or in the Lease Purchase Agreement to the contrary notwithstanding. In such event, there shall be due and payable on the Note an amount equal to the principal amount of all such Note then outstanding plus all interest accrued thereon and which will accrue thereon to the date of payment.

(b) At any time after the principal of the Note shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Note Indenture or the Lease Purchase Agreement, the BANK may annul such declaration and its consequences with respect to any Note not then due by their terms if: (i) monies shall have been deposited with the BANK sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of the Note; (ii) monies shall be available sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the BANK; (iii) all other amounts then payable by the AUTHORITY under this Note Indenture or the Lease Purchase Agreement shall have been paid or a sum sufficient to pay the same shall have been deposited with the BANK; and (iv) every Event of Default known to the BANK (other than a default in the payment of the principal of such Note then due only because of such declaration) shall have been remedied to the satisfaction of the BANK. No

such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

SECTION 7.04. Insufficiency; Application of Monies. Anything in this Note Indenture to the contrary notwithstanding, if at any time the monies held by the BANK and available for such purpose shall not be sufficient to pay the interest on or the principal of the Note as the same shall become due and payable (either by their terms or by acceleration of maturities), such monies together with any monies then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) Unless the principal of the Note shall have become or shall have been declared due and payable, all such monies shall be applied:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment thereof, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Note;

SECOND: To the payment to the persons entitled thereto of the unpaid principal of any of the Note which shall have become due and payable, in the order of their due dates, with interest on the principal amount of such Note due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Note and their interest thereon, then to the payment thereof ratably, according to the amount of the interest due on such date, and next to the payment of the principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

THIRD: To the payment of the interest on and the principal of the Note and to the purchase and retirement of Note, all in accordance with the provisions of this Note Indenture.

(b) If the principal of all the Note shall have become or shall have been declared due and payable, all such monies shall be applied to the payment of the principal and interest then due and unpaid upon the Note, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any note over any other note, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preferences except as to any difference in the respective rates of interest specified in the Note.

(c) If the principal of all the Note shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled, then, subject to the

provisions of paragraph (b) of this Section in the event that the principal of all the Note shall later become or be declared due and payable, the monies then remaining in and thereafter accruing shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever money is to be applied by the BANK pursuant to the provisions of this Section, such money shall be applied by the BANK at such times and from time to time as the BANK in its sole discretion shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future; the deposit of such money with the Paying Agents, or otherwise setting aside such money, in trust for the proper purpose shall constitute proper application by the BANK; and the BANK shall incur no liability whatsoever to the AUTHORITY, to any Noteholder or to any other person for any delay in applying any such money, so long as the BANK acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Note Indenture as may be applicable at the time of application by the BANK. Whenever the BANK shall exercise such discretion in applying such money, it shall fix the date (which shall be an interest payment date unless the BANK shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The BANK shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to the holder of any note until such note shall be surrendered to the BANK for appropriate endorsement, or for cancellation if fully paid.

SECTION 7.05. Discontinuance of Proceedings. In case any proceeding taken by the BANK on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the AUTHORITY, the BANK and the Noteholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the BANK shall continue as though no proceeding had been taken.

SECTION 7.06. Appointment of Receiver. Upon occurrence of an Event of Default or in the event of the appointment of a receiver for the AUTHORITY or for any part of the Trust Estate, or in the event bankruptcy proceedings are instituted by or against the AUTHORITY, or in the event the AUTHORITY makes an assignment of a substantial part of its assets for the benefit of its creditors, or in the event the AUTHORITY fails to strictly and promptly comply with any of its covenants and agreements herein or in the Lease Purchase Agreement, or to strictly and promptly perform any provisions hereof and thereof (after the BANK has first given ten (10) days written notice to comply therewith and upon failure of the AUTHORITY so to comply within said ten (10) day period), or in the event the priority of the pledge and assignment contained in this Note Indenture shall not be established and at all times fully maintained upon and with respect to the Trust Estate and every part thereof, or in the event the AUTHORITY is found or adjudged not to be regularly seized of an indefeasible right in and to any part of the Trust Estate which it purports herein to so own, or in the event the AUTHORITY is found or adjudged not to have had good right and full power and authority to encumber said Trust Estate or any part thereof in the manner hereby contemplated, then and in any such event, the BANK shall be entitled at its option and election and without prior notice to or demand upon the AUTHORITY to have or cause to be appointed a receiver or temporary trustee or trustees for the AUTHORITY to take charge of said Trust Estate for the purpose of collecting the Lease Purchase Revenue for the purpose of exercising all rights and

remedies conferred by the Lease Purchase Agreement and this Note Indenture to the extent necessary for the full and complete protection of the security and rights of the Noteholders, and for the purpose of doing all things necessary to assure the most remunerative use of the Trust Estate. Every appointment shall be in writing or shall be made pursuant to an action filed in a court of competent jurisdiction and shall specify the default or defaults existing hereunder whereby the power of appointment hereby granted is involved, and shall designate, by the name, the person or persons to be such receiver or temporary trustee or trustees (which designation may be changed by the holders of 51% of the principal amount of the Note outstanding) and the trustees of the AUTHORITY so supplanted shall ipso facto cease to have any power or authority under the Declaration of Trust, this Note Indenture or the Lease Purchase Agreement. The receiver, temporary trustee or trustees shall receive a reasonable fee for his or their services in an amount fixed by the trustee or court, which fee may be changed by holders of at least 51% of the principal amount of the Note then outstanding, to be paid from the revenues of the Trust Estate. In the event of any vacancy in the office or position of any receiver, temporary trustee or trustees, no permanent trustee so supplanted shall be entitled to act as trustee under the Declaration of Trust or this Note Indenture by reason thereof, but such vacancy shall continue to exist until some person be appointed as temporary trustee under this Section. The written appointment of any receiver, temporary trustee or trustees hereunder shall be sent by registered mail to the Clerk of the City. Upon the curing of the Event of Default or Defaults pursuant to which any receiver, temporary trustee or trustees shall have been appointed, and if there shall not be then any Event of Default under any of the provisions of this instrument, the permanent trustees of the AUTHORITY may give written notice to the BANK or court of the curing of said default or defaults and of the non-existence of any other defaults hereunder, and upon the delivery of said notice to the BANK or court and its acquiescence therein, the receiver, temporary trustee or trustees appointed hereunder shall ipso facto cease to have any power or authority under the Declaration of Trust and this Note Indenture, and the trustees of the AUTHORITY shall be reinstated as trustees under the Declaration of Trust and this Note Indenture with all rights and powers to the same extent as though a receiver or temporary trustee or trustees had not been appointed.

During the period of continuance of any Event of Default hereunder, the receiver or temporary trustee or trustees appointed as provided herein shall take charge of the Trust Estate for the purpose of collecting the revenues thereof, for the purpose of exercising all rights and remedies conferred by the Lease Purchase Agreement and this Note Indenture to the extent necessary for the full and complete protection of the security and rights of the Noteholders, and for the purpose of doing all things necessary to assure the most remunerative use of the Trust Estate. Any trustee or receiver of the Trust Estate, whether appointed by the BANK or court, shall be appointed and serve pursuant to this Section. The rights and protection of the Noteholders set out herein are essential to their security, and receivership and trusteeship procedures hereunder shall be exclusive. All Lease Purchase Revenue shall be deposited and disposed of in accordance with the provisions of this Note Indenture and particularly Article IV hereof; provided, however, that the appointment of any receiver or temporary trustee or trustees pursuant to the provisions of this Section shall not be construed as curing or waiving any default hereunder or under the Lease Purchase Agreement and notwithstanding any such appointment of any receiver or temporary trustee or trustees, the BANK may enforce any other remedy provided in said documents.

SECTION 7.07 Other Remedies. Upon the occurrence of an Event of Default, the BANK may, as an alternative, either after entry or without entry, pursue any available remedy by suit at law or equity to enforce the payment of the principal of and interest on the Note then outstanding, including, without limitation, mandamus.

Upon the occurrence of an Event of Default, the BANK may, at its sole option and discretion, or if requested by the holders of 25% in principal amount of the Note then outstanding, and upon being furnished with reasonable security and indemnity as herein provided, shall (after first giving the AUTHORITY ten (10) days written notice to comply with the requirements of this Note Indenture and upon failure of the AUTHORITY to so comply within said ten (10) day period) either in its own name or in the name of the AUTHORITY, compromise or discharge any liens, adverse claims and demands, liabilities and encumbrances; eliminate waste with regard to the Trust Estate; cause each statute, rule or regulation with respect to the Trust Estate to be complied with; enter an appearance in and defend against any such judicial or other proceeding and file and prosecute therein such cross petition or counter claim as the BANK may deem proper; enforce the covenants and requirements of this Note Indenture; institute and prosecute all suits and actions as may be deemed necessary, expedient or advisable to allay or remove any adverse claim or other difficulty or obstacle with respect to the Trust Estate; and institute and maintain such suits and proceedings and to do or cause to be done any and all other and further things (without limitation by virtue of the express enumeration of the powers hereinabove) which the BANK may deem proper or may be advised shall be necessary or expedient to prevent an impairment of the security under this Note Indenture by any acts which may be unlawful, or in violation of this Note Indenture, or for the protection of the Trust Estate and the security for the Note, all at the expense of the AUTHORITY.

SECTION 7.08. Remedies Not Exclusive. No remedy by the terms of this Note Indenture conferred upon or reserved to the BANK or the Noteholders is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Note Indenture or existing at law or in equity or by statute on or after the date of adoption of this Note Indenture.

SECTION 7.09. Remedies Vested in BANK. All rights of action (including the right to file proof of claims) under this Note Indenture, the Lease Purchase Agreement or under any of the Note may be enforced by the BANK without the possession of the Note and without their production in any trial or other proceedings relating thereto. Any suit or proceeding instituted by the BANK may be brought in its name as BANK without the necessity of joining as plaintiffs or defendants any holders of the Note.

SECTION 7.10. 51% of Noteholders Control Proceedings. If an Event of Default shall have occurred and be continuing, the holders of at least fifty-one percent (51%) of the aggregate principal amount of Note then outstanding shall have the right, at any time by an instrument in writing executed and delivered to the BANK, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Note Indenture, provided the direction is in accordance with law and the provisions of this Note Indenture and, in the sole judgment of the BANK, is not unduly prejudicial to the interest of Noteholders not joining in the direction, and provided further, that nothing in this Section shall impair the right of the

BANK in its discretion to take any other action under this Note Indenture which it may deem proper and which is not inconsistent with the direction by Noteholders.

SECTION 7.11. Individual Noteholder Action Restricted.

(a) No holder of any note shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Note Indenture or for the execution of any trust hereunder or for any remedy under this Note Indenture unless:

(1) An Event of Default has occurred under subsections (a) or (b) of Section 7.01, as to which the BANK has actual notice, or as to which the BANK has been notified in writing;

(2) The holders of at least twenty-five percent (25%) of the aggregate principal amount of Note outstanding shall have made written request to the BANK to proceed to exercise the powers granted in this Note Indenture to the BANK or to institute an action, suit or proceeding in its own name; and these Noteholders shall have offered the BANK indemnity as may be satisfactory to the BANK; and

(3) The BANK shall have failed or refused to exercise the powers granted in this Note Indenture or to institute an action, suit or proceeding in its own name for a period of sixty (60) days after receipt of the request and offer of indemnity.

(b) No one or more holders of Note shall have any right in any manner whatsoever to disturb or prejudice the security of this Note Indenture or to enforce any right hereunder except in the manner herein provided and then only for the equal benefit of the holders of the outstanding Note.

(c) Nothing contained in this Note Indenture shall be construed to affect or impair the right of the holder of any Note to receive payment of the principal of or interest on the Note, as the case may be, when due or to institute suit for payment past due; provided, however, no holder may institute or prosecute any suit if the institution or prosecution of the suit or the entry of judgment therein would result in an impairment of the right of all holders of Note to share ratably in the Trust Estate.

SECTION 7.12. Waiver and Non-Waiver of Event of Default.

(a) No delay or omission of the BANK or of any holder of Note to exercise any right or power accruing upon any Event of Default shall impair the right or power or shall be construed to be a waiver of an Event of Default or an acquiescence therein. Every power and remedy given by this Article to the BANK and to the holders of the Note, respectively, may be exercised from time to time and as often as may be deemed expedient.

(b) The BANK may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding

instituted by it under the provisions of this Note Indenture, or before the completion of the enforcement of any other remedy under this Note Indenture.

(c) Notwithstanding anything contained in this Note Indenture to the contrary, the BANK, upon the written request of the holders of at least fifty-one percent (51%) of the aggregate principal amount of Note then outstanding, shall waive any Event of Default and its consequences; provided, however, a default in the payment of the principal of and interest on any note, when due and payable, may not be waived without the written consent of the holders of all the Note at the time outstanding.

(d) In case of a waiver by the BANK of an Event of Default, the AUTHORITY, the BANK and the Noteholders shall be restored to their former positions and rights under this Note Indenture but no waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The BANK shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section.

SECTION 7.13. Notice of Defaults.

(a) Within thirty (30) days after the receipt of notice of an Event of Default or the occurrence of an Event of Default of which the BANK is deemed to have notice, the BANK shall (unless the Event of Default has already been cured) give written notice of the Event of Default by first class mail to each registered owner of Note then outstanding, provided that, except in the case of a default in the payment of principal, redemption price, or interest on the Note, the BANK may withhold the notice if, in its sole judgment, it determines that the withholding of notice is in the best interests of the Noteholders.

(b) The BANK shall immediately notify, in writing, the AUTHORITY of any Event of Default known to the BANK.

End of Article VII

ARTICLE VIII

CONCERNING THE BANK

SECTION 8.01. Concerning the BANK. The BANK shall in no event, capacity or manner be or become liable or responsible to anyone for any loss or damage which may result from its or their failure or neglect to act, excepting only such loss or damage as may result from its negligence or willful misconduct and:

(a) The BANK shall be entitled to rely upon the advice of attorneys, professional engineers, and accountants, and any act or omission to act done or omitted by the BANK in reasonable reliance upon such advice and counsel shall not constitute negligence;

(b) The BANK shall not be required to take notice or be deemed to have notice of any Event of Default hereunder unless such notice be given in writing by a Noteholder;

(c) The BANK may execute any trust or powers hereunder and perform any duties hereunder through employees, attorneys, agents or servants, and it shall be entitled to advice of counsel in regard thereto, and may receive or recover any reasonable costs of expenses in connection therewith;

(d) The BANK shall not be responsible for doing or performing any thing or act which the AUTHORITY shall have covenanted to do or perform, or for any compliance with any covenant by the AUTHORITY or for the sufficiency of the security for the Note, or otherwise as to the maintenance of such security; nor shall the BANK be bound to ascertain or inquire as to the performance of any covenant, condition, or agreement by the AUTHORITY but it may require full information and advice in regard to any of the foregoing;

(e) The BANK shall not be accountable for the use of any Note authenticated or delivered, or for any of the proceeds of such Note after the same shall have been paid out by it; and the holders of the Note shall not be entitled to any interest from the BANK on funds in its hands for payment of the same;

(f) The BANK shall not be accountable for any acts done by it upon any notice, requisition, request, consent, certificate, order, affidavit or other information believed by it to be genuine and correct and to have been signed or sent by the person or persons proper to have done so; and

(g) The BANK shall not be bound to recognize any person or persons as a Noteholder or Noteholders or to take action at his or their request, unless such note or Note shall be deposited with the BANK or submitted to it for inspection; and any action taken by the BANK pursuant to this Note Indenture or the Lease Purchase Agreement upon request or authority of the Noteholders shall be conclusive and binding upon all future owners of the same note or any Note issued in exchange therefor or in place thereof.

SECTION 8.02. Paying Agents; Appointment and Acceptance of Duties. Each Paying Agent (other than the BANK) shall signify its acceptance of the duties and obligations imposed upon it by this Note Indenture by executing and delivering to the AUTHORITY and to the BANK a written acceptance thereof.

SECTION 8.03. Compensation. The BANK shall be entitled to an annual fee of $6,500.00, as compensation for administrative services rendered under this Note Indenture, and also to receive reimbursement for all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of its powers and duties under this Note Indenture and shall have a lien therefor on any and all funds at any time held by it under this Note Indenture or by virtue of the assignment of the Lease Purchase Agreement. The AUTHORITY further agrees to indemnify and save the BANK harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, which are not due to its negligence, misconduct or default.

SECTION 8.04. Certain Permitted Acts. The BANK may become the owner of any Note, with the same rights it would have if it were not the Trustee. To the extent permitted by law, the BANK may act as a depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Noteholders or to effect or aid in any reorganization growing out of the enforcement of the Note or this Note Indenture or the Lease Purchase Agreement, whether or not such committee shall represent the holders of a majority in principal amount of the Note then outstanding.

SECTION 8.05. Resignation of BANK. The BANK may at any time resign and be discharged of the duties and obligations created by this Note Indenture by giving not less than ninety (90) days written notice to the AUTHORITY and the Noteholders, specifying the date when such resignation shall take effect, said notice to be given in the manner required to give notice with respect to the redemption of Note, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the AUTHORITY or the Noteholders as provided in Section 8.07, in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor Trustee (or temporary trustee) has been appointed pursuant to Section 8.07.

SECTION 8.06. Removal of BANK. The BANK may be removed at any time by an instrument or concurrent instruments in writing, filed with the BANK, and signed by the Noteholders representing a majority in principal amount of the Note then outstanding or their attorneys-in-fact duly authorized, excluding any Note held by or for the account of the BANK or the AUTHORITY. The BANK may be removed at any time by the AUTHORITY (in its sole discretion) provided no uncured Event of Default exists under this Note Indenture. The Trustee's rights to indemnity and any amounts due and payable shall survive such removal.

SECTION 8.07. Appointment of Successor Trustee; Temporary Trustee.

(a) In case at any time the BANK shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the BANK, or of its property, shall be appointed, or if any public

officer shall take charge or control of the BANK, or of its property or affairs, a successor Trustee may be appointed by the Noteholders representing a majority in principal amount of the Note then outstanding, excluding any Note held by or for the account of the BANK or the AUTHORITY, by an instrument or concurrent instruments in writing signed and acknowledged by such Noteholders or by their attorneys-in-fact duly authorized and delivered to such successor Trustee, notification thereof being given to the AUTHORITY and the successor, Trustee's predecessor; provided, nevertheless, that unless a successor Trustee shall have been appointed by the Noteholders as aforesaid, the AUTHORITY by duly written instrument signed by its Chairman shall forthwith appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Noteholders as authorized in this Section 8.07. The AUTHORITY shall give notice of any such appointment made by written notice mailed to the Noteholders. Any temporary Trustee appointed by the AUTHORITY shall, immediately and without further act, be superseded by a Trustee appointed by the Noteholders.

(b) If in a proper case no appointment of a successor Trustee shall be made by Noteholders pursuant to the foregoing provisions of this Section within 45 days after the BANK shall have given to the AUTHORITY written notice as provided in Section 8.05 or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the BANK or the Noteholders may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

(c) Any successor or temporary Trustee appointed under the provisions of this Section shall be a bank or trust company organized under the laws of any state of the United States, or a national banking association having capital, surplus and undivided profits aggregating at least $10,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by laws to perform all the duties imposed upon it by this Note Indenture.

SECTION 8.08. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Note Indenture shall execute, acknowledge and deliver to its predecessor, and to the AUTHORITY, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all monies, estates, properties, rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the AUTHORITY, or of the successor Trustee, execute, acknowledge and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required to more fully and certainly vest and confirm in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Note Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the AUTHORITY be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request and so far as may be

authorized by law, be executed, acknowledged and delivered by the AUTHORITY. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee Bank.

SECTION 8.09. Resignation or Removal of Paying Agent and Appointment of Successor.

(a) Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Note Indenture by giving at least sixty (60) days' written notice to the AUTHORITY, the BANK and the other Paying Agents. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the BANK and signed by the AUTHORITY. Any successor Paying Agent shall be appointed by the AUTHORITY with the approval of the BANK and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association having capital surplus aggregating at least $10,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Note Indenture.

(b) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any monies held by it as Paying Agent to its successor, of if there be no successor, to the BANK. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the BANK shall act as such Paying Agent.

End of Article VIII

ARTICLE IX

SUPPLEMENTAL NOTE INDENTURES

SECTION 9.01. Amendment Without Noteholder Consent. The BANK and the AUTHORITY may, from time to time and at any time, without the consent of the holders of the Note, enter into indentures supplemental hereto which, in the opinion of the BANK (whose opinion shall be conclusive upon the AUTHORITY and the holder of any Note), shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Note Indenture, and in addition thereto for the following purposes:

(a) To cure any ambiguity or formal defect, inconsistency, or omission in this Note Indenture or to clarify matters or questions arising thereunder;

(b) To add additional covenants and agreements of the AUTHORITY for the purpose of further securing the payment of the Note;

(c) To confirm as further assurance any pledge of additional revenues, monies, securities or funds;

(d) To modify, amend or supplement this Note Indenture in such manner as to obtain a rating on the Note from Moody's or Standard & Poor's Corporation;

(e) To make any other change which, in the judgment of the BANK and the AUTHORITY does not adversely affect the interests of the Noteholders. In exercising this judgment, the BANK and the AUTHORITY may rely upon the opinion of such counsel as it may select; or

(f) To issue additional Notes in such amounts and subject to such restrictions hereinabove contained and to fix all of the details with respect thereto.

SECTION 9.02. Amendment Upon Approval of 51% of Noteholders. The provisions of this Note Indenture may be amended by the AUTHORITY in any particular with the written consent of the holders of not less than 51% of the aggregate principal amount of Note then outstanding which would be adversely affected by the amendment; provided, however, that no such amendment may be adopted which decreases the percentage of Note required to approve an amendment, nor which permits a change in the date of payment of the principal of any Note or the rate or rates of interest thereon.

SECTION 9.03. Filing and Recording. Copies of any supplemental indenture amending this Note Indenture shall be filed with the BANK and recorded in the offices wherein this Note Indenture is filed of record before such amendment may become effective.

SECTION 9.04. Reliance on Counsel. The BANK shall be entitled to receive, and shall be fully protected in relying upon the opinion of counsel, who may be counsel for the AUTHORITY, as conclusive evidence that any such proposed supplemental indenture complies with the provisions

of this Note Indenture, and that it is proper for the BANK, under the provisions of this Article, to join in the execution of such supplemental indenture.

SECTION 9.05. Amendment Binding. Upon the execution of any supplemental indenture pursuant to the provisions of this Article, this Note Indenture shall be and be deemed to be supplemented, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Note Indenture of the BANK, the AUTHORITY and holders of Note then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modification and amendments.

End of Article IX

ARTICLE X

LEASE PURCHASE AGREEMENT

SECTION 10.01. Assignment of Lease Purchase Agreement. The rights, interests, powers, privileges and benefits accruing to or vested in the AUTHORITY under the Lease Purchase Agreement may be protected and enforced in conformity with this Note Indenture and have been assigned by the AUTHORITY to the BANK as additional security for the Note, and may be exercised and enforced by the BANK for and on behalf of the Noteholders in conformity with the provisions of the Lease Purchase Agreement and this Note Indenture. There are no material defaults now existing under Ground Lease or the Lease Purchase Agreement and no state of facts now exists which, with the giving of notice or the lapse of time, or both, would constitute a material default or event of default except as heretofore disclosed to BANK in writing. None of the terms and conditions in the Ground Lease and the Lease Purchase Agreement have been waived in any manner, except as heretofore disclosed to BANK in writing. The Ground Lease and the Lease Purchase Agreement will not be hereafter altered, modified, or amended in any material respect, nor will any material term or condition thereof by the tenants named therein to be kept, observed or performed be waived, nor will the tenants named therein be released from the observance or performance of any duties or obligations thereunder, without the prior written approval of Noteholder.

SECTION 10.02. Supplemental Lease Purchase Agreement. The AUTHORITY and the School District, with the approval of the BANK, may consent to supplemental lease purchase agreements for the purposes and in the manner, including any provision of Noteholder consent, provided in Article IX for amendment of the Note Indenture.

End of Article X

ARTICLE XI

DEFEASANCE

SECTION 11.01. Payment. If the AUTHORITY shall pay or cause to be paid or there shall otherwise be paid, to the Noteholders of the Note the principal and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Note Indenture, then the assignment and pledge of the Trust Estate under this Note Indenture and all covenants, agreements and other obligations of the AUTHORITY to the Noteholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the BANK shall cause an accounting for such period or periods as shall be requested by the AUTHORITY and shall execute and deliver to the AUTHORITY all monies or securities held by them pursuant to this Note Indenture which are not required for the payment of principal or of interest on the Note. If the AUTHORITY shall pay or shall cause to be paid, or there shall otherwise be paid to the holder of the Note the principal thereof and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Note Indenture, such Note shall cease to be entitled to any lien, benefit or security under this Note Indenture and all covenants, agreements and obligations of the AUTHORITY to the Noteholders shall thereupon cease, terminate and become void and be discharged and satisfied.

SECTION 11.02. Provision for Payment. The Note or interest installments for the payment of which monies or certain government obligations as set out below shall have been set aside and shall be held in trust by the BANK (through the deposit by the AUTHORITY of funds for such payment) at maturity shall be deemed to have been paid within the meaning and with the effect expressed in Section 11.01 hereof. The Note shall, prior to the maturity date thereof, be deemed to have been paid within the meaning and with the effect expressed in Section 11.01 in the event there shall be sufficient monies or cash, or noncallable direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America ("Government Obligations"), the principal of and interest on which when due will provide monies, which together with the monies, if any, deposited with the BANK at the same time, which shall be sufficient to pay when due the principal of and interest due on the Note at the maturity date thereof.

End of Article XI

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Covenants Run With Estate. All terms, provisions, conditions, covenants, warranties and agreements contained herein shall be binding upon the successors and assigns of the AUTHORITY and shall be deemed and considered to be covenants running with the estate affected; and all such terms, provisions, conditions, covenants, warranties and agreements shall likewise inure to the benefit of the BANK, its successors or substitutes in trust and assigns, and to the benefit of everyone who may at any time be a beneficiary hereunder. The illegality or invalidity of any provisions or part of this Note Indenture shall in no way affect any of the other provisions and parts hereof.

SECTION 12.02. Liability Limited To Trust Estate. All expenses and obligations, and all debts, damages, judgments, decrees or liabilities, incurred by any trustee, temporary or permanent or both, or incurred by any receiver and any of the foregoing incurred by any agent, servant or employee of the aforesaid trustees or receiver, in the execution of the purposes of this Note Indenture, shall be solely chargeable to and payable out of the Trust Estate. In no event shall any trustee, temporary or permanent, or any receiver, in any manner be individually liable for any damage, or for breach of contract or obligations caused by, arising from, incident to, or growing out of the execution of this Note Indenture nor shall they or any of them be liable for the acts or omission of each other, or of any agent, servant or employee of the aforesaid trustees, or of another such trustee or of any receiver; provided, however, that the foregoing shall not apply to any breach of trust of any such trustee or receiver.

SECTION 12.03. Preservation and Inspection of Documents. All documents received by the BANK under the provisions of this Note Indenture shall be retained in its possession and shall be subject to all reasonable times to the inspection of the AUTHORITY and any Noteholders and their agents and their representatives, any of whom may make copies thereof.

SECTION 12.04. Parties Interested Herein. Nothing in this Note Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the AUTHORITY, the BANK and the Noteholders any right, remedy or claim under or by reason of this Note Indenture or any covenant, condition or stipulation thereon; and all the covenants, stipulations, promises and agreements in this Note Indenture contained by and on behalf of the AUTHORITY shall be for the sole and exclusive benefit of the AUTHORITY, the BANK and the Noteholders.

SECTION 12.05. No Recourse on the Note. No recourse shall be had for the payment of the principal of or interest on the note or for any claim based thereon or in this Note Indenture against any officer or employee of the City or the BANK or any Trustee, officer or employee of the AUTHORITY.

SECTION 12.06. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Note Indenture on the part of the AUTHORITY or the BANK to be performed should be contrary to law, then such covenant or covenants or agreement or agreements

shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Note Indenture.

SECTION 12.07. Successors. Whenever in this Note Indenture the AUTHORITY is named or referred to, it shall be deemed to include any public trust or other entity organized and existing for the benefit of and on behalf of the City, which may succeed to the principal functions and powers of the AUTHORITY, and all the covenants and agreements contained in the AUTHORITY, or in behalf of the AUTHORITY shall bind and inure to the benefit of said successor whether so expressed or not.

SECTION 12.08. Consents and Approvals. Whenever the written consent or approval of the AUTHORITY, the BANK or the Noteholders shall be required under the provisions of this Note Indenture, such consent or approval shall not be unreasonably withheld or delayed.

SECTION 12.09. Notices, Demands and Requests. All notices, demands and requests to be given or made hereunder to or by the AUTHORITY or the BANK shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

(a) AUTHORITY

Bixby Industrial Authority
City Hall
116 W. Needles
Bixby, OK 74008
ATTN: Chairman

(b) BANK

BOKF, National Association
1 Williams Center
Tulsa, OK 74172
ATTN: Corporate Trust Dept.

The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid, to the other parties by the party effecting the change.

SECTION 12.10. Counterparts. This Note Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.11. Applicable Law. This Note Indenture shall be governed exclusively by the applicable laws of the State of Oklahoma.

SECTION 12.12. Table of Contents and Section Headings Not Controlling. The Table of Contents and the Headings of the several Sections of this Note Indenture have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Note Indenture.

SECTION 12.13. Note Indenture to Constitute a Contract. This Note Indenture, upon execution by the AUTHORITY and execution by the BANK shall constitute a third party beneficiary contract by and between the AUTHORITY and the BANK for the equal and proportionate benefit of the holder of the Note.

End of Article XII

IN WITNESS WHEREOF, the AUTHORITY has caused this Note Indenture to be executed by its Chairman of Trustees and attested by its Secretary of Trustees and has caused the seal of the AUTHORITY to be affixed hereto, and the BANK for itself, its successors or assigns, as Trustee, has caused this Note Indenture to be executed by its Authorized Officer, all as of the day and year first above written.

BIXBY INDUSTRIAL AUTHORITY

(SEAL)

By: _____
Brian Guthrie, Chairman of Trustees

ATTEST:

By: _____
Secretary of Trustees

BOKF, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

EXHIBIT "A"

BIXBY INDUSTRIAL AUTHORITY

PAYMENT REQUISITION
BIXBY INDUSTRIAL AUTHORITY CONSTRUCTION FUND

FROM: Trustees of the Bixby Industrial Authority

TO: BOKF, National Association

DATE: _____

Pursuant to the provisions the Note Indenture dated as of June 1, 2023, by and between the Bixby Industrial Authority and BOKF, National Association, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority the amounts shown for the purposes set forth in the Certificate of Acceptance and Payment Request attached hereto.

_____

CREDITOR TRUST NO.

_____

ITEM ITEM NO.

_____

DATE PURPOSE AMOUNT

AUTHORIZATION AND CERTIFICATE OF AUTHORIZED REPRESENTATIVE

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been duly incurred and that each item is a proper charge against the Bixby Industrial Authority's Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Bixby Industrial Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been released or will not be released simultaneously with the payment of such obligation.

5. That such requisition contains no item representing payment on account of any retained percentages which the Bixby Industrial Authority is at the date of such certificate entitled to retain.

BIXBY INDUSTRIAL AUTHORITY

By: _____
Name: _____
Title: _____

APPROVAL BY BANK

By: _____
Name: _____
Title: _____

Date Approved: _____

Date Paid: _____

Submit in triplicate:

1 to Bank
1 to Authority
1 to City

EXHIBIT "B"

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

FROM: Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools)

TO: Trustees of the Bixby Industrial Authority

The Authority is hereby requested to cause to be paid from the Construction Fund the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment or real property described below is part or all of the Property listed in the Property Schedule to that certain Lease Purchase Agreement dated as of June 1, 2023 (the "Agreement"), between the Authority and Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools) (the "Lessee"):

QUANTITY	DESCRIPTION OF UNITS OF PROPERTY	AMOUNT	PAYEE

The Lessee hereby certifies and represents to and agrees with the Authority as follows with respect to the Property described above: (i) the Property has been acquired, delivered, constructed and/or installed at the location(s) set forth in the Property Schedule; (ii) a present need exists for the Property which need is not temporary or expected to diminish during the Maximum Term as such term is defined in the Agreement; (iii) the Property is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of the Lessee consistent with the permissible scope of the Lessee's authority; (iv) the estimated useful life of the Property based upon the manufacturer's representations and the Lessee's projected needs is not less than the Maximum Term of the Agreement; (v) the Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes as of the date of this Certificate; (vi) the Property is covered by insurance in the types and amounts required by the Agreement; (vii) Lessee has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (viii) this requisition contains no item representing payment on account, or any retained percentages which the Lessee is, at the date hereof, entitled to retain; and (ix) no Event of Default, as such terms are defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default, has occurred and is continuing on the date hereof.

Based on the foregoing, the Authority is hereby authorized and directed to fund the acquisition of the Property described above by paying, or causing to be paid, the Payee designated herein the amounts set forth above from the Construction Fund held under the Indenture in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s); and/or (b) Copies of Certificate(s) of Origin, when applicable, designating the Authority as lienholder if any part of the Property consists of motor vehicles, and evidence of filing.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. The Lessee hereby certifies that the items of Property described above, together with the items of Property described in and accepted by Certificates of Acceptance and Payment Requests previously filed by the Lessee with the Authority constitutes all of the Property subject to the Property Schedule.

Date: _____

Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools) ("Lessee")

By: _____

Name: _____

Title: _____

EXHIBIT "C"

(FORM OF REGISTERED NOTE)

This Note shall <u>not</u> be offered, transferred, assigned, sold, pledged, or disposed of unless (i) the proposed transferee is either a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or an "accredited investor" as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and (ii) the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter attached as an Exhibit to the Note Indenture, and delivers the same to the Trustee.

No. R-____ $_____

UNITED STATES OF AMERICA
STATE OF OKLAHOMA
BIXBY INDUSTRIAL AUTHORITY
LEASE REVENUE NOTE, SERIES 2023
(BIXBY PUBLIC SCHOOLS PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE
_____%	_____	_____

REGISTERED OWNER: [PURCHASER]

PRINCIPAL AMOUNT: _____

The Bixby Industrial Authority (the "Issuer"), a public trust created pursuant to the laws of the State of Oklahoma, as an agency of the State of Oklahoma and the duly constituted authority of the City of Bixby, Oklahoma (the "Beneficiary") for value received, promises to pay, but only from the source and as hereinafter provided to the Registered Owner named above, or registered assigns, the principal sum specified above and in like manner to pay interest on said sum from the interest payment date next preceding the date of Registration and Authentication of this Note (unless this Note is registered as of an interest payment date, in which event it shall bear interest from that date, or unless this Note is registered prior to the first interest payment date, in which event it shall bear interest from its date) at the rate specified above on _____ 1 and _____ 1 of each year, commencing _____ 1, 20____, until said principal sum is paid in full; provided, however, if the _____ 1 or _____ 1 shall not be a Business Day, principal (if any) and interest shall be paid on the next succeeding date which is a Business Day and shall be deemed received as of such first day of the month. The payment of principal installments which shall be due on the dates and in the amounts set forth on <u>Exhibit "A"</u> hereto, together with the payment of the semi-annual interest hereon shall be made by BOKF, National Association, as paying agent and registrar or its successor (the "Bank") to the registered owner hereof and shall be paid by wire transfer or by check or draft mailed to such registered owner (or the registered owner of the immediate predecessor Note or

Notes) as it appears on the Bank's registration books at the close of business on the fifteenth day of the calendar month next preceding such interest payment date. Interest shall be calculated based upon a 360-day year consisting of twelve (12) thirty (30) day months.

Issuance of Note. This Note is an authorized issue of Lease Revenue Note, Series 2023 (Bixby Public Schools Project) of the Issuer in the aggregate principal amount of $_____ (the "Note"), issued for the purpose of (i) financing the acquisition of a Lease Purchase Agreement dated as of June 1, 2023, by and between the Issuer, as lessor, and Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools), as lessee, with proceeds utilized to pay the costs of construction of and improvements to facilities within the Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools) along with acquisition and installation of equipment at various School District facilities, along with related costs (collectively, the "Project"); and (ii) paying certain costs associated with the issuance of the Note.

Terms of Redemption. The principal amount of the Note is prepayable on or after June 1, 20____, but not before, in whole or in part on any payment date, at a price of par, plus accrued interest to the date fixed for redemption, without prepayment premium or penalty, on at least thirty (30) days' notice to the holder(s) of the Note.

Selection of Note Being Redeemed. In the event of any redemption of less than all the outstanding principal amount of the Note, said principal installments shall be redeemed in such order as the AUTHORITY shall determine. If less than all of the principal amount of the Note coming due on a certain date is to be redeemed, and if there is more than one holder of the Note, the BANK shall select the Note to be redeemed by lot in such manner as the BANK may determine.

Notice of Redemption. Notice of redemption shall be given by the BANK not less than thirty (30) days prior to the date fixed for redemption by notice sent by first class mail (postage prepaid) to the holder or holders of the Note to be redeemed, directed to the addresses shown on the registration books maintained by the BANK. The Note so called for redemption will cease to bear interest after the specified redemption date provided funds for its redemption are remitted to the Noteholder on such date.

Transfer and Exchange. This Note is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bank but only in the manner, subject to the limitations (including, but not limited to, those limitations relating to the status of the purchaser as an "accredited investor") and upon payment of the charges provided in the Note Indenture, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes for the same aggregate principal amount, will be issued to the transferee in exchange therefor. The Issuer and the Bank may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment hereon and for all other purposes and neither the Issuer nor the Bank shall be affected by any notice to the contrary.

The Note is issuable only in the form of fully registered Note without coupons in the denomination of $5,000 each or any integral multiple thereof. Upon payment of a transfer charge as provided in the Note Indenture and any required tax, fee or other governmental charge and subject

to such conditions, this Note, upon the surrender hereof at the principal office of the Bank with a written instrument of transfer, in form and with guarantee of signature satisfactory to the Bank, duly executed by the registered owner or such owner's duly authorized attorney, may, at the option of the registered owner hereof, be exchanged for an equal aggregate principal amount of Bond of the same maturity and interest rate of any other authorized denomination. The Issuer and the Bank shall not be required to issue, transfer or exchange any Bond during a period beginning at the close of business on the 15th day of the calendar month next preceding any interest payment date and ending at the close of business on the interest payment date.

Notwithstanding any provision contained herein to the contrary, this Note shall not be offered, transferred, assigned, sold, pledged, or disposed of unless (i) the proposed transferee is an "accredited investor" as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and (ii) the transferee executes an Investment Letter in the form attached as a Schedule to the Note Indenture (as hereinafter defined).

Source of Payment. The Note is issued under the provisions of and in full compliance with the Constitution and laws of the State of Oklahoma, particularly the Oklahoma Public Trust Act, Title 60, Oklahoma Statutes 2021, Sections 176 to 180.3, as amended and supplemented, an Declaration of Trust dated as of _____, 2023, creating the Issuer, and a resolution of the Issuer authorizing the issuance of the Note and approving a Note Indenture dated as of June 1, 2023, by and between the Issuer and the Bank, as trustee, (the "Note Indenture") authorizing the issuance and securing the payment of the Note.

The Note shall be solely the obligation of the Issuer and not the State of Oklahoma nor the Beneficiary. The Note is payable solely out of the income, revenues and receipts derived or to be derived from (i) the Lease Purchase Revenue constituting Lease Purchase Payments to the Issuer by the School District pursuant to the Lease Purchase Agreement, and (ii) the funds and accounts held under and pursuant to the Note Indenture and pledged therefor. The Note is a special obligation of the Issuer and does not constitute an obligation, either general or special, of the State of Oklahoma or any political subdivision thereof, including the Beneficiary, within the meaning of any constitutional or statutory provisions whatsoever. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof, including the Beneficiary, is pledged to the payment of the principal of, premium, or penalty, if any, or interest on the Note; such indebtedness is not a general obligation of the Issuer (which has no taxing power); and such indebtedness is not a personal obligation of any Trustee, officer, employee or agent of the Issuer.

Defeasance. The Note Indenture prescribes the manner in which it may be discharged, including a provision that the Note shall be deemed to be paid if certain monies, cash or Government Obligations, as defined and described therein, maturing as to principal and interest in such amounts and at such times as will provide sufficient funds to pay the principal of and interest on the Note shall have been deposited with the Bank, as trustee, after which the Note shall no longer be secured by or entitled to the benefits of the Note Indenture, except for the purposes of registration and exchange of Note and of any such payment from such monies, cash or Government Obligations.

Default. If an "Event of Default" as defined in the Note Indenture occurs, the principal of the Note may be declared due and payable in the manner and with the effect provided in the Note Indenture. The Note Indenture also contains provisions permitting the Bank, as trustee to waive certain past defaults under the Note Indenture and their consequences.

Recital. The Issuer hereby certifies, recites and declares that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Note Indenture and issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Note and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation applicable to the Issuer; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on this Note and the issue of which it forms a part, as the same become due, are designed to be sufficient in amount for that purpose.

Definitions. Terms used herein as defined terms and not otherwise defined shall be accorded the meanings given in the Note Indenture.

Authentication. This Note shall not be valid and become obligatory for any purpose or be entitled to any security or benefit under the Note Indenture until the certificate of authentication hereon shall have been signed by the Bank.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Bixby Industrial Authority has caused this Note to be executed in its name by the signature of its Chairman of Trustees and attested by the signature of its Secretary of Trustees (the signature hereon of either or both the Chairman of Trustees or the Secretary of Trustees being authorized to be a facsimile of said signature) and its corporate seal to be imprinted hereon (the seal hereon being authorized to be a facsimile of said seal) all as of the date first above written.

BIXBY INDUSTRIAL AUTHORITY

(SEAL)

By: _____
Chairman of Trustees

ATTEST:

By: _____
Secretary of Trustees

* * *

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Note is one of the issue described in the within-mentioned Note Indenture.

BOKF, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signature

Date of Registration and Authentication:_____

FORM OF TRANSFER

FOR VALUE RECEIVED, the undersigned, hereby sells, assigns and transfers unto _____ _____ (Tax Identification or Social Security Number) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ _____, attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

* * *

SCHEDULE A

[Principal Payment Schedule]

Payment Date	Principal Amount

EXHIBIT “D”

INVESTMENT LETTER

Date: June ___, 2023

Bixby Industrial Authority
City Hall
116 W. Needles
Bixby, Oklahoma 74008

Hilborne & Weidman, a professional corporation
2405 E. 57th Street
Tulsa, Oklahoma 74105

RE: $_____ Lease Purchase Financing (the "Lease Purchase Financing") pursuant to a Lease Purchase Agreement dated as of June 1, 2023 (herein the "Lease"), by and between Bixby Industrial Authority (herein the "Lessor") and Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools) (herein the "Lessee")

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements of the undersigned (the “Purchaser”) with respect to the above referenced Lease Purchase Financing of the Lessee. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Lease Purchase Financing has not been registered pursuant to the Securities Act of 1933, as amended (the *“1933 Act”*). We acknowledge that the Lease Purchase Financing (i) is not being registered or otherwise qualified for sale under the “blue sky” laws and regulations of any state, (ii) will not be listed on any securities exchange, and (iii) will not carry a rating from any rating service.

2. We have not offered, offered to sell, offered for sale or sold any portion of the Lease Purchase Financing by means of any form of general solicitation or general advertising, and we are not an underwriter of the Lease Purchase Financing within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Lease Purchase Financing.

4. We have authority to take assignment of the Lease Purchase and to execute this letter and any other instruments and documents required to be executed by the purchaser in connection with the Lease Purchase Financing.

5. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

6. The Purchaser is either a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act, or an "accredited investor" as defined in Rule 501 of Regulation D under the 1933 Act and is able to bear the economic risks of such investment.

7. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Lease Purchase Financing. The Purchaser has made its own inquiry and analysis with respect to the Lessor, Lessee, Lease Purchase Financing and the security therefor, and other material factors affecting the security for and payment of the Lease Purchase Financing.

8. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Lessor and Lessee, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Lessor or Lessee, the Lease Purchase Financing and the security therefor, so that as a reasonable investor, it has been able to make its decision to enter into the transaction.

9. The Lease Purchase Financing is being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; *provided, however*, that the Purchaser reserves the right to sell, transfer or redistribute the Lease Purchase Financing, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

(a) that is an affiliate of the Purchaser;

(b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or accredited investors; or

(c) that the Purchaser reasonably believes to be a qualified institutional buyer or accredited investor and who executes an investor letter substantially in the form of this letter.

10. *No Advisory or Fiduciary Relationship*. In connection with all aspects of each transaction contemplated hereby [including in connection with any amendment, waiver or other modification hereof or of any document executed in connection with the Note Indenture (the "Note Documents")], the Authority acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Purchaser and any Affiliate thereof are arm's-length commercial transactions between the Authority, on the one

hand, and the Purchaser and its Affiliates, on the other hand, (ii) the Authority has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Authority is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Note Documents; (b) (i) the Purchaser and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Authority, or any other person and (ii) neither the Purchaser nor any of its Affiliates has any obligation to the Authority with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Note Documents; and (c) the Purchaser and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Authority, and neither the Purchaser nor any of its Affiliates has any obligation to disclose any of such interests to the Authority. To the fullest extent permitted by law, the Authority, hereby waives and releases any claims that it may have against the Purchaser or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Very truly yours,

[PURCHASER]

By: _____
Name: _____
Title: Vice President

RECEIPT ACKNOWLEDGED this ___ day of June, 2023.

Bixby Industrial Authority
By: _____
Name: _____
Title: Chairman

Independent School District No. 4, Tulsa County,
Oklahoma (Bixby Public Schools)
By: _____
Name: _____
Title: President

MUNICIPAL FINANCE SERVICES, INC.
est. 1990

mfsok.com

P: 405.340.1727

1017 N. Bryant Ave., Ste 100
Edmond, OK 73034

P.O. Box 747
Edmond, OK 73083-0747

June 5, 2023

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and the INDEPENDENT SCHOOL DISTRICT NUMBER 4, TULSA COUNTY, OKLAHOMA (Bixby Board of Education), Bixby, Oklahoma (the "Client").

The Client desires to engage MFSOK and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's new and outstanding debt obligations, including general obligation bonds and lease financings (the "Issues"). Some of these services may be non-municipal advisor services. The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

A. New Issue and Refunding of Existing Client Issues

1. Assist Client with bond planning that includes compliance with Oklahoma Constitutional Debt Cap and Client's mill levy target.
2. Evaluate options or alternatives with respect to the proposed new Issue.
3. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
4. Review recommendations made by other parties to the Client.
5. Assist Client in preparing a plan of finance.
6. Advise Client on structure, terms and timing of the proposed new Issue.
7. Prepare financing schedule.
8. Attend meetings as requested by the Client.
9. Assist the Client in preparation of their notices of sale, instructions to bidders, or official statements, as appropriate.
10. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
11. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
12. If new Issue is a lease, assist Client in collecting and analyzing proposals submitted by banks.
13. Coordinate closing of the new Issue with Client and other parties.
14. Review Client's Estimate of Needs to be submitted to County.
15. Evaluate potential refunding opportunities on outstanding Issues.

B. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

A. General Obligation Bonds. MFSOK shall be paid at the time of closing a fee calculated as follows:

1% of the par amount of each series of bonds issued

Minimum fee: $17,500.00 for each series of bonds

B. Lease Purchase Transactions. MFSOK shall be paid at the time of closing a fee calculated as follows:

1.5% of the par amount of each lease obligation issued

Minimum fee: $17,500.00 for each series of bonds

C. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of $3,500.00 for the services performed.

D. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of $2,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

E. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

III. Term and Termination

A. Term of Agreement. Unless otherwise terminated as provided herein, this Agreement shall be in force and effect for Fiscal Year Ending June 30, 2023.

B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue.. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

A. exercise due care in performing its municipal advisory activities;

B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;

C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and

D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:

   a. any advice provided to or on behalf of the Client;

   b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and

   c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and

C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, President
P.O. Box 747
Edmond, OK 73083-0747

CLIENT:

Independent School District Number 4
Tulsa County, Oklahoma
Attn: Chief Financial Officer
109 N. Armstrong
Bixby, OK 74008

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on June 8, 2023 at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon G. Wolff, President

INDEPENDENT SCHOOL DISTRICT NUMBER 4
TULSA COUNTY, OKLAHOMA (BIXBY BOARD OF EDUCATION)

By: _____
Title: President, Board of Education

ATTEST:

_____
Clerk, Board of Education

(SEAL)

Bixby Public Schools

2023-2024

COVID-19 Protocols & Procedures

BIXBY

Home of the Spartans

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INTRODUCTION

The procedures and protocols contained in this plan are designed to support continued in-person learning at Bixby Schools while reducing the potential impact of the COVID-19 virus and remaining in compliance with state law. **Regular adjustments will be made to this plan based on updated information provided by state and local health agencies as well as local factors which may arise after the resumption of school operations.**

The BPS COVID Response Team including representatives from all of the district's stakeholder groups evaluated recommendations from the education, medical, and public health sectors. The goal has been and will continue to be to create and maintain effective, flexible, and developmentally appropriate practices that will align with guidance provided by the American Academy of Pediatricians: *"All policy considerations for the coming school year should start with a goal of having students physically present in school."*

A host of reasons support the AAP's recommendation, from the importance of in-person learning to the potentially damaging impacts of social isolation, emotional trauma, and other adverse conditions on children and adolescents. In forming its recommendations, the AAP states that, *"the preponderance of evidence indicates that children and adolescents are less likely to be symptomatic and less likely to have severe disease resulting from SARS-CoV-2 infection. In addition, children may be less likely to become infected and to spread infection."* Therefore, the organization concludes that policies to mitigate the spread of COVID-19 within schools must be balanced with the known harms to children, adolescents, families, and the community by keeping children at home. In the organization's update on July 10, the AAP continues to stress the importance of in-person school for children, but also stated that health agencies and school districts should act based on evidence at the community level, not politics.

Close coordination and communication will be essential in maintaining normal school operations and preserving the health and safety of all BPS stakeholders. We value our families and staff and will continue to operate with as much transparency and candor as possible.

The information presented in this document is shared so that our BPS community can begin school with an understanding of our shared responsibility in keeping our students and staff safe and mitigating the transmission of COVID-19 in our schools and community.

MITIGATION PROTOCOLS

****Masking requirements listed may be implemented only when a current state of emergency including the district's location is declared by the Governor.****

DAILY WELLNESS SCREENINGS

COVID-19 is a highly contagious and potentially life-threatening virus. To keep our schools open while protecting the health and welfare of students and staff, it is critically important that **ALL families** exercise strong discretion before sending a possibly ill child to school. Families are asked to monitor for symptoms and seek medical advice as needed.

RESPONSE TO POSSIBLE SYMPTOMS

While many children with COVID-19 will present with fever initially, many will not. Other symptoms that may develop initially include the following: chills, cough, headache, loss of taste or smell, sore throat, congestion, runny nose, nausea, vomiting and diarrhea. **PLEASE err on the side of caution**. During the school day, teachers will actively monitor students and refer to the nurse if symptoms are present.

HYGIENE & DISINFECTION

Handwashing is one of the best means of protection against infection. Students will be reminded to wash their hands often with soap and water for at least 20 seconds, especially after blowing their noses, coughing, or sneezing; going to the bathroom; and before eating. They will also have access to an alcohol-based hand sanitizer throughout the school building and school transportation when hand-washing opportunities are not readily available. Students will also be encouraged to utilize proper respiratory etiquette, such as coughing into their elbow. Additionally, at the start of school each day, all sites will have been completely cleaned and disinfected.

SOCIAL DISTANCING

While it will be difficult to maintain distance between the students at school, each site will be devising plans to provide for this precaution in the common areas of hallways, classrooms, restrooms, cafeterias, and gyms when necessary.

MASKS/FACE COVERINGS

Evidence strongly supports the role and importance of face coverings in interrupting the spread of COVID-19. Face coverings are permitted but not required. Masking requirements may be implemented only when a current state of emergency including the district's location is declared by the Governor.

COVID-19 VACCINATIONS

BPS has previously provided on-campus opportunities for all interested staff members to become vaccinated. Moving forward, the district will continue to partner with local health care providers and tribes to plan, schedule, and make available opportunities for both students and staff to become vaccinated.

ADDITIONAL INFORMATION

The information on the following pages details specific procedures and protocols that will be implemented in response to Levels 1-3. As the district moves levels, these procedures will be modified as appropriate. The district will consider appropriate accommodations for children with disabilities with respect to these procedures and protocols.

COVID-19 MONITORING & DECISION-MAKING MATRIX

Level 0: Normal School Operations			
Levels	**Level 1**	**Level 2**	**Level 3**
Definition:	**- Minimal transmission** of COVID-19 cases within BPS. Incidents are effectively managed using existing procedures. -No active emergency orders or local health restrictions are in place.	**-Isolated evidence of active transmission** of COVID-19 in BPS classrooms or a school site. Some disruptions to normal school operations due to higher absentee rates. -Some local health guidelines in place (i.e. wearing of masks in public, limits on gatherings)	-**Significant active transmission** of COVID-19 at a school site or district-wide. The district is unable to maintain normal school operations due to excessive absences or lack of capacity. -State is under emergency orders which limit school operations
COVID Procedures & Protocol	- Regular school procedures alongside COVID-19 protocols/precautions. -General disinfecting and cleaning protocols in place. **Masking requirements may be implemented only when a current state of emergency including the district's location is declared by the Governor.** - District will collect data relative to student access to technology and connectivity. Schools will provide instruction to students on digital platforms and academic expectations in the event of school cancellation and short-term move to distance learning.	- Maintain a regular school schedule if possible with enhanced COVID-19 mitigation protocols. -Increase frequency of cleaning and disinfecting of rooms. This may necessitate movement to distance learning for **24 hours** to provide time for thorough cleaning. **Masking requirements may be implemented only when a current state of emergency including the district's location is declared by the Governor.** -Schools will consider options for greater restrictions on student movement and interaction. Increase social distancing in hallways, restrooms, and cafeteria.This may include expanding lunch periods and staggering schedules to limit the number of students in hallways at the same time. - The district will coordinate with local health agencies to develop and implement enhanced procedures to reduce spread on COVID-19 in BPS schools. - Schools will prepare for a possible transition to a full-time distance learning model. -District may limit fan participation at school athletic events and activities.	- Suspension of in-person school operations. - Students and teachers move to a distance learning model based on analysis of current conditions. -School facilities closed to the public; enhanced protocols to ensure staff safety at school. -Coordinate with local health agencies to develop standards for a safe return to school after the outbreak subsides.

PROTOCOLS & PROCEDURES

****The following protocols and procedures will apply ONLY when the district is operating under Levels 1-3 in response to COVID-19 transmission. When operating under Level 0 (normal school procedures), all regular policies will apply.****

ABSENCES

Bixby School Board Policy states that students in grade K-12 should attend 95% of scheduled classes to receive credit. This policy may be temporarily waived only when the district is operating under levels 1,2, or 3. We ask that families exercise great care in the decision whether or not to send a potentially ill child to school.

DISTANCE LEARNING

The district will focus on student and staff health and safety while also providing a positive in-person learning environment for nearly 7,500 BPS students. The district understands the importance of in-person learning, not just to support students **moving forward** academically, but also for the social and emotional benefits it provides for children.

At the same time, IF the district moves to **Level 2 or 3** on the COVID Matrix, a decision may be made to close a classroom, school, or the entire district down due to a rise in confirmed cases of COVID-19. If we need to move to a distance learning model -- whether it be for a day or two or for a week or longer -- we want parents to be confident that our teachers and their children are equipped with the resources and knowledge to conduct and participate in remote instruction through an approved Learning Management System (LMS). Additionally, in order to provide continuity of services, a cohort of specifically qualified students may attend in-person learning, even when a site may be engaged in distance learning or reduced attendance.

Hopefully, if we are successful in mitigating the transmission of COVID-19 in BPS, any disruptions to the regular instructional calendar will be minimal. However, if levels rise to the point where it is difficult to continue to preserve the health of students and staff, the district is prepared to implement a longer-term distance learning model based on our **Distance Learning Guide** which strives to ensure continuity of service. Any move to distance learning will be communicated via all regular channels and will include information relative to meals, academic and counseling support, etc.

ALL-SCHOOL ASSEMBLIES

Even while in **Level 1 (Green)**, all-school assemblies may be limited to avoid the possibility of exposure that would occur when hundreds of students gather for GE celebrations, pep rallies, or other large events. These activities may be reinstated if COVID-19 data trends continue downward toward diminishing infections.

ARRIVAL & DISMISSAL

As elementary students arrive at school in the morning, they will be directed to go to their classrooms or a general area in which social distancing is feasible. Students will not be gathered in large groups to wait for their school day to begin. Parents will not be able to escort their children into the building. All parents will be asked to remain in their cars and drive through the drop-off line to ensure a safe exit from and entrance into their family vehicles.

For secondary students, routines will be adjusted to allow students to maintain a safe physical distance from one another as they wait for the first hour bell to begin class. Each site will work with the layout and options in their specific building to maximize opportunities for distancing in the minutes before school begins. At the end of the day, students may be released in a staggered manner to reduce overcrowding in the hallways or at lockers.

BEFORE & AFTER CARE

YMCA GO Club will follow the guidelines established by BPS and the school site. Parents may escort their child to the building yet will not be allowed to enter.

BREAKFAST & LUNCH

Students will be asked to wash hands prior to eating. Accessible hand sanitizer dispensers will be available as well. As much as possible, the children will be seated in the cafeteria in a manner to allow for distancing. Students will be reminded that sharing food is not a safe practice.

No guests will be allowed to have lunch on-site as long as the threat of COVID exposure exists in the community. Parents are encouraged to limit the times they check their students out for lunch in an effort to minimize unnecessary potential exposure.

COMMUNICATION PROTOCOLS

What	When	How
School Closure / Change in COVID-19 Level	Based on the number of confirmed cases of COVID-19 among students and/or staff, BPS may need to close schools and/or move to distance learning.	BPS will communicate to all families via: - Text Message - BPS Website - BPS App Push Notification

COVID-19 SYMPTOMS AT SCHOOL

If a teacher suspects that a student may have COVID-19 symptoms, he/she will contact the school nurse. If needed, parents will be contacted and asked to pick up their child and seek a medical opinion. A student shall not return to school until free of fever, diarrhea, and vomiting for at least 72 hours without mitigating medications and respiratory symptoms are improving.

EXPOSURES, DIAGNOSES, & RETURN TO SCHOOL AFTER COVID-19

BPS will monitor COVID exposure and conduct contact tracing when appropriate.

Relative to diagnoses, and positive tests, BPS will follow the CDC recommendations of:

- Any child or staff member who tests positive or has COVID-19 symptoms may return to school after 72 hours with no fever (no fever reducing medication) **AND** improved respiratory symptoms **AND** TEN (10) days since symptoms first appeared.
- A child who tested positive for COVID-19 but had no symptoms can return to school after TEN (10) days have passed since the test.
- Early return is an option after 5 days **IF** no symptoms **AND** masking requirement at all times for next 5 days.

- As always, parents are asked to contact the school to report their child's absence.
- For more information, visit the following website: https://www.cdc.gov/coronavirus

FACILITIES PROTOCOLS

The safety of our employees and students is our top priority. At the start of school, all sites will have been completely cleaned and disinfected. In addition, the cleaning steps outlined below will be taken to protect employees and reduce the risk of spread. We will require employees to maintain this safety standard by continuously cleaning and disinfecting based on the frequency stated below. Additionally, staff will ensure doors and windows are open when possible and HVAC systems will continually run to ensure constant air movement and filtration.

GENERAL DISINFECTION PROTOCOLS

Category	Area	Frequency
Workspaces	Classrooms, Offices	At the end of each use/day using disinfecting wipes/sprays on frequently touched surfaces. A complete protocol using a commercial disinfecting machine shall be conducted weekly.
Appliances	Refrigerators, Microwaves, Coffee Machines	Daily
Electronic Equipment	Copier machines, Shared computer monitors, TV's, Telephones, keyboards	At the end of each use/day and/or between use
General Used Objects/Areas	Handles, light switches, sinks, restrooms	Several times a day. Other measures, such as keeping classroom doors open, may reduce the frequency of cleaning.
Buses	Bus seats, handles/railing, belts, window controls	Between routes as possible using disinfecting wipes/sprays. Transportation employees will perform a full disinfecting of each bus at the end of each school day.
Common Areas	Cafeteria, Library, Conference rooms, Gyms, Common Areas	At the end of each use/day; between groups if possible

MASKS / FACE COVERINGS

Masking requirements may be implemented only when a current state of emergency including the district's location is declared by the Governor.

MEDIA CENTERS

Honoring the importance of reading for both pleasure and research, the school media centers will remain open for staff and student use. While there may be some changes in routines and scheduling, we are optimistic we will be able to serve our students with high quality media services. Books will be sanitized before being reshelved. The use of media centers may be restricted if the district is in LEVEL 2 or 3.

RECESS

Each elementary site will develop a recess schedule that allows daily outdoor playtime for all students. Recess schedules may vary at sites due to limiting the number of students in any one area. Playground equipment will be cleaned as often as it is feasible. Additional restrictions may occur if the district moves to LEVEL 2 or 3.

SECONDARY SCHOOL ACTIVITIES

Extra and co-curricular activities such as marching band, vocal music, STUCO, drama and athletics of all descriptions are vital elements of a secondary student's experience. Responses to COVID-19 in these environments will vary, always with a keen eye to proven practices in prevention and protection. Protocols for these activities will be based upon the current level of transmission and school operations.

SNACKS & OUTSIDE FOOD

No classwide snacks will be allowed or distributed at school unless commercially produced and individually wrapped. Students choosing to bring a snack to school may bring an individually wrapped snack for themselves. Students may not share their personal snacks with others.

STUDENT SOCIAL & EMOTIONAL HEALTH

The social and emotional wellbeing of our students is as important as their academic learning. The district has developed a plan to implement instruction and services to support the needs of our students. In addition to classroom teachers, our site counselors will be prepared and available to help our students and families. Employee Assistance Program (EAP) information will be made available to staff as requested.

SUPPLIES

Sharing of supplies such as crayons, markers, scissors and pencils will not be allowed. Students will keep their individual supplies separated from those of others in individually labeled containers or cubbies. Any manipulatives needed for instructional purposes will be sanitized prior to use by another student.

TRANSPORTATION PROTOCOLS

Bus Drivers	• Direct contact between drivers and transportation employees will be limited. • At the beginning of each shift, all drivers will check in with a designated transportation employee who will take the driver's temperature and confirm the absence of COVID symptoms. Drivers exhibiting a temperature above 100 degrees and/or multiple symptoms will not be allowed to drive and shall follow established district guidelines before returning to work. A physical record of these checks will be maintained. • Drivers will be clocked in and out by a designated transportation employee to reduce contact with timecards. • Drivers will be provided training on symptoms and expected to attest to the receipt and understanding of COVID protocols during the annual handbook review. • Drivers will be expected to maintain social distancing at all times in the BPS Transportation Facility. • Drivers may be required to wear a district-provided face shield when in proximity to students. • Bus aides will be provided with appropriate PPE in alignment with their job responsibilities and potential exposure level. • Additional procedures will be implemented for the routine fueling and maintenance of buses to limit the potential exposure of employees.
Student Protocols	• Students are strongly encouraged to follow social distancing guidelines at bus stops. This may include waiting in a family vehicle until the bus is arriving. • Masking requirements may be implemented only when a current state of emergency including the district's location is declared by the Governor. • Students will be asked to limit unnecessary touching of surfaces on the bus and will be prohibited from changing seats or standing at all times once they are seated on the bus.
Sanitation Protocols	• Drivers are expected to wipe all stair rails and tops of seating surfaces between routes, using disinfecting wipes or sprays. • Buses will be disinfected at the end of each day's routes using a commercial-quality disinfecting machine.

VISITOR RESTRICTIONS

To mitigate the potential transmission of COVID-19 by adults to BPS students and staff, visitation of classrooms and other areas of the school beyond the main office may be restricted to those visitors and guests with a defined need. Site principals will be responsible for reviewing any requests for visitation. Additional event-specific guidance will be provided as needed.

WATER FOUNTAINS & RESTROOMS

All traditional “bubble up” water fountains will be disconnected as needed. Most BPS schools now have water bottle filling stations; these will remain connected and available to students and faculty. Students and staff are encouraged to bring filled water bottles or other non-breakable clear water containers to school with them. Student restrooms will be cleaned multiple times throughout the day by the site custodial staff

IN CONCLUSION

As a district, we are committed to doing all we can to continue to provide a consistent and normal educational experience for our students. Our BPS COVID Response team will continue to confer to evaluate current conditions in our schools and adapt our plans as needed. In making these decisions, the advice of medical professionals and local health agencies will be followed wherever feasible. We understand the vital need for consistent communication and will strive to work closely with our employees and families to continue to respond in ways which are in the best interests of all.

As a district leadership team, we graciously accept your support, encouragement, suggestions, and criticism. To facilitate ongoing input, please feel free to utilize our **feedback form**. All comments and suggestions will be used to help inform our decision-making process.

Contract #1544

Seidlitz EDUCATION
www.seidlitzeducation.com
56 Via Regalo, San Clemente, CA 92673
P 210.315.7119 F 949.200.4384

May 5 2023

Bixby Public Schools
109 N. Armstrong
Bixby, OK 74008
Attn: Toni Peterson

SERVICE CONTRACT

1. This Service Contract is made and entered into by and between Seidlitz Education and **Bixby Public Schools.**

2. Relationship – **Diane Kue** is conducting business as an employee or independent contractor on behalf of the corporation Seidlitz Education for **Bixby Public Schools.**

3. Services: Seidlitz Education agrees to present an **IN PERSON** workshop on the following:

Topic:	**Sheltered Instruction: Second Language Acquisition Methods for Teachers of ELs (adapted for Oklahoma)**
Date:	**August 9, 2023**
Time:	**8:30am to 3:30pm**

4. Audio Visual/Set Up: **Bixby Public Schools** to provide the following items for the speaker: In focus projector, wireless microphone, and speakers. Set Up: Tables to be set in rounds. **Bixby Public Schools** to provide the following items for each participant: index cards, post-it notes, pens, highlighters, and blank paper. If these items are unavailable please notify Kathy Belanger @ 210.315.7119

5. Seidlitz Education is not required to provide an ASL interpreter or other interpretive services as part of this service contract. Such services, if necessary, shall be provided by the School District. This applies to both in person services or virtual services.

6. This service contract must be signed by **May 24, 2023** to hold the date of service. If the contract is not signed by **May 24, 2023** it becomes null and void.

7. Cancellation: If **Bixby Public Schools** cancels within 60 days prior to the training date, **Bixby Public Schools** will be subject to a $500.00 cancellation fee. The cancellation fee will be waived if **Bixby Public Schools** reschedules within 90 days of the scheduled training date(s). All cancellations must be submitted in writing.

8. Compensation: For performance of the services described above, satisfactory to **Bixby Public Schools, Bixby Public Schools** agrees to pay Seidlitz Education located at 56 Via Regalo – San Clemente, CA 92673, a fixed fee based on the following:

Training =	**$4,000.00 per day.**
Materials =	**$1,078.00 for 40 7 Steps to a Language Rich Interactive Classroom (2nd E)**
Shipping and Handling =	**$97.00**
Total =	**$5,175.00 (PO to be received 30 days prior of date of service)**

Bixby Public Schools, is in agreement that if a PO is not received 30 days prior, Seidlitz Education has the right to remove the scheduled date from our calendar. Bixby Public Schools will be notified via email and/or phone call of the removal from our schedule and has the opportunity to reschedule based on the availability of our Seidlitz Education trainers.

Texas County:

Contact Phone number Contact Cell # (emergency only)

Bixby Public Schools agrees that every participant will have a copy of the materials at the training if applicable. Bixby Public Schools agrees not to exceed 40 participants unless otherwise negotiated.

Please note: Seidlitz Education, LLC. believes that to maintain fidelity to the design of the session as well as the content covered, all participants are required to have a book. Not having a copy of the book will hinder not only the attendees ability to fully participate in the learning process, but also opportunities to experience and reflect on strategies to implement for student success.

9. Governing law: It is understood and agreed that this Contract shall be governed by, construed and enforced in accordance with, and subject to, the laws of the governing venue.

   Dispute Resolution. Claims and other disputes arising out of or related to the Service Contract shall be resolved exclusively and the parties agree to jurisdiction and the governing law and venue unless otherwise prohibited by law.

   In addition, Seidlitz Education is in accordance with the following Texas government codes:
   a. Per Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a "company" without "written verification" in the contract that the contracting vendor does not and will not boycott Israel during the term of the contract.

   b. Per Chapter 2252, Subchapter F of the Texas Government Code F, prohibits Texas Independent School Districts from contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller. This list is available on the State Comptroller's Office.

10. All materials are copyrighted. Written permission is needed to copy any part of Seidlitz Education materials.

11. **Severability.** If any part of the Agreement shall be deemed by any law, arbitrator, court, or governmental or regulatory authority of competent jurisdiction, to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such part, and the remainder shall be enforced to the fullest extent permitted by law.

12. **Construction.** The Parties agree that all terms of the Agreement have been freely negotiated by experienced, knowledgeable and consenting business persons and that each has been given sufficient opportunity to review and negotiate such terms and obtain advice of independent legal counsel. Accordingly, the Agreement shall not be construed for or against either Seidlitz Education or School District, but shall be enforced in accordance with its plain meaning as negotiated and stated in the Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date and year set forth below:

Signature: John Seidlitz

John Seidlitz / CEO, Seidlitz Education

Acceptance of Contract

Bixby Public Schools, accepts the above contract and the terms and conditions of items 1-12, thereof and will fulfill the payment listed above.

Name: Rob Miller

Signature:

Title: Superintendent Date: 5/10/2023

Training Location Address: BIXBY Public Schools 109 N. Armstrong

City, State, Zip Code Bixby, OK 74008

* Training will be at 9TH Grade Center
301 S. Riverview Drive
Bixby, OK 74008

Contacts: Sherri McMillan
smcmillan@bixbyps.org
Toni Peterson tpeterson@bixbyps.org

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 3651522-2023-002
DATE: JANUARY 24, 2023

TO:
Cheryl Wilkinson
Bixby School District
109 N Armstrong St
Bixby, OK 74008

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Kerri Favreau	A22-3651522	July 1, 2023 – July 1, 2024	July 1, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	IXL site license for 5,475 students, including:		
1	Grades 4-8: 3,175 students Subjects: Math and ELA	$49,213.00	$49,213.00
1	Grades K-3: 2,300 students Subject: Math	$23,000.00	$23,000.00
	K-8 math licenses include complimentary access to IXL's universal screener		
1	IXL Elevate I: Effective Implementation (virtual professional learning session)	$995.00	$995.00
1	IXL Elevate II: Effective Implementation (virtual professional learning session)	$995.00	$995.00
	Unlimited instructor accounts included		
		SUBTOTAL	$74,203.00
		SALES TAX	--
		SHIPPING & HANDLING	--
		TOTAL DUE	$74,203.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to http://www.ixl.com/po-upload and enter quote # 3651522-2023-002. For international accounts, we can accept wire transfers for an additional fee.

DocuSign Envelope ID: 0C1111DF-EAF7-42EF-AD4A-01B2E89B0C90

PowerSchool
Powering Brighter Futures

150 Parkshore Dr. Folsom, CA 95630
Remit Email : mithu.singh@powerschool.com
Quote Date: 28-FEB-2023
Quote # Q-739783-1

Prepared By:	Mithu Singh	Customer Contact:	Amy Reneau
Customer Name:	Bixby Independent School District 4	Title:	Director of Information Technology
Contract Term:	12 Months	Address:	109 N. Armstrong
Start Date:	1-JUL-2023	City:	Bixby
End Date:	30-JUN-2024	State/Province:	Oklahoma
Billing Frequency:	Annually	Zip Code:	74008
		Phone #:	(918)366-2200

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
PowerSchool SIS Hosting SSL Certificate	1.00	Each		USD 491.25
PowerSchool SIS Hosting	7,731.00	Students		USD 28,450.08
TalentEd Records - Professional	7,731.00	Students		USD 16,853.58
PowerSchool SIS Maintenance and Support	7,731.00	Students		USD 49,323.78
PowerSchool Enrollment Registration	7,731.00	Students		USD 29,996.28
PowerSchool Enrollment Additional Language - Spanish	1.00	Each		USD 1,264.97

License and Subscription Totals: **USD 126,379.94**

Quote Total

Initial Term	**1-JUL-2023 - 30-JUN-2024**
Amount To Be Invoiced	**USD 126,379.94**

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

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

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

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

POWERSCHOOL GROUP LLC

Signature:

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 2-JAN-2023

Bixby Independent School District 4

Signature:

Printed Name:
Amy Reneau

Title:
Director of Technology

Date:

PO Number: _____

To: Mr. Rob Miller
Bixby Public Schools
109 N Armstrong Ave
Bixby, OK 74008

From: Joshua Rhea
Project Executive, Nabholz Construction Corporation

Ref: Guaranteed Maximum Price Amendment #8 for BPS Capital Improvements Recommendation Letter

June 8, 2023

Dear Mr. Miller,

Bids for the Bixby Public Schools – HS Academic Building – Phase 5 were received, and public read aloud in the Administration Building on Thursday May 8, 2023. The bidding process was conducted in accordance with the Oklahoma Public Competitive Bidding Act, 61. O.S. 1974, §101. Twenty-nine (29) bids were received for fifteen (15) packages from Sub-Contractors. All recommended bidder submissions followed Bidding Requirements as defined in the Nabholz Construction Manager's Manual.

Nabholz Construction Corporation recommends that all bid packages included in the financial breakdown be accepted. Bid Package 27.1 Communications & Security was not bid due to a forthcoming revision and Bid Package 05.2 Decorative and Metal Rails will be rebid. Both packages will be included in a forthcoming GMP Amendment.

We have reviewed all bids and it is our recommendation that the identified bidders for each bid package be assigned to Nabholz Construction Corporation. It is our recommendation that a GMP Amendment to our construction management Agreement be approved in the amount of **Seven million, two hundred and twenty-seven thousand, four hundred and fifty-eight dollars** ($ 7,227,458.00). This amount includes monies for all recommended work covered in the bidding documents, project requirements, allowances, general conditions, general requirements, and a construction contingency. A cost breakdown sheet (Exhibit B) is included.

Thank You,

Joshua Rhea
Project Executive

Attachments
Cc: GMP Amendment #8 Documents

DRAFT

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the « 08 » day of « June » in the year « 2023 », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « 05 » day of « May » in the year « 2021 » (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

«Bixby Public Schools
High School Academic Building»
«601 S Riverview Drive
Bixby, OK 74008»

THE OWNER:
(Name, legal status, and address)

« Bixby Public Schools »
« 109 N Armstrong Street »
« Bixby, OK 74008 »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« Nabholz Construction Corporation »«»
« 10319 E 54th Street
Tulsa, OK 74146 »

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:42:03 ET on 01/15/2020 under Order No.6450571069 which expires on 06/22/2020, and is not for resale.
User Notes:

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « Seven million, two hundred and twenty-seven thousand, four hundred and fifty-eight dollars » ($ « $7,227,458.00 »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

«Refer to Exhibit B Financial Breakdown

GMP Amendment #1 - $2,054,422.00
GMP Amendment #2 - $2,973,150.00
GMP Amendment #3 - $4,216,614.00
GMP Amendment #4 - $657,845.00
GMP Amendment #5 - $349,359.00
GMP Amendment #6 - $12,773,493.00
GMP Amendment #7 - $39,673,724.00
GMP Amendment #8 - $7,227,458.00

Total GMP Amount - $69,926,065.00 »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate #3	-$197,317.00
Alternate #4	-$5,289.00
Alternate #5	$8,000.00
Alternate #6	$42,200.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« X »] The date of execution of this Amendment.

[« »] Established as follows:

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(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: « 11/26/2024 »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA Document A133-2019		05/05/2022	25
-AIA Document A133-2019 Exhibit A	GMP Amendment #1	04/20/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #2	06/13/2022	9
AIA Document A133-2019 Exhibit A	GMP Amendment #3	06/22/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #4	06/22/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #5	09/08/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #6	09/21/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #7	01/11/2023	7

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« See Exhibit C »

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

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« See Exhibit C »

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

« See Exhibit D »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« See Exhibit C for CM Manual, CM Clarifications, and Addenda »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« See Exhibit B for List of Subcontractors »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
« Rob Miller, Superintendent of Schools » « Justin Cheatham, Board of Education President »	« Michael Feamster »« President – Southwest Region »
(Printed name and title)	*(Printed name and title)*

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(861296194)

NABHOLZ

BPS Capital Improvements GMP Breakdown (Amendments 1 - 8)

Exhibit B

#	ITEM	Project	Subtotals	NOTES
1	**GMP Amendments**			
1.1	GMP Amendment #1 - Utility Relocation & Demolition	Academic Building	$2,054,422.00	Approved 4/21/22
1.2	GMP Amendment #2 - High School Track Building	Track Building	$2,973,150.00	Includes Alternates 1, 3, 4, & 5
1.3	GMP Amendment #3 - Earthwork & Storm Sewer	Academic Building	$4,216,614.00	Approved 6/23/2022
1.4	GMP Amendment #4 - HS Football Stadium Improvements	HS Football Stadium Improvements	$657,845.00	Approved 6/23/2022
1.5	GMP Amendment #5 - Track Building Alternate #2	Track Building	$349,359.00	Approved 9/8/2022
1.6	GMP Amendment #6 - Structural / Under-Slab Utility Pacakge	Academic Building	$12,773,493.00	Approved 9/21/2022
1.7	GMP Amendment #7 - HS Academic Building	Academic Building	$39,673,724.00	Approved 1/12/23
1.8	GMP Amendment #8 - Phase 5	Academic Building	$7,227,458.00	Presented 6/8/23
2	**Total Construction Costs for Academic Building To Date**		**$65,945,711.00**	
3	**Total Construction Costs for Track Building To Date**		**$3,322,509.00**	
4	**Total Construction Costs for HS Football Stadium Improvements To Date**		**$657,845.00**	
5	**TOTAL GMP TO DATE (Amendments #1 - 8)**		**$69,926,065.00**	

EXHIBIT B

NABHOLZ

PROJECT NAME ***Bixby Academic Building- Package 5***
PROJECT LOCATION Bixby, OK
REVIEW DATE 5/18/2023
ARCHITECT KKT Architects
BUILDING SIZE 204,000 sf

Job Phase	Trade Pkg	Description	Grand Total Amount
01.50		Academic Building- Package 5	
	01.10	Final Cleaning	
		Clean Sweep Janitorial	42,377
		01.10 Final Cleaning	42,377
	01.20	Exterior Window Cleaning	
		Schatz Window Washing	45,750
		01.20 Exterior Window Cleaning	45,750
	06.30	Millwork and Cabinetry	
		EGR Construction	827,150
		06.30 Millwork and Cabinetry	827,150
	07.00	Metal Canopy	
		Archetype Canopies	127,400
		07.00 Metal Canopy	127,400
	07.60	Firestopping	
		Alpha Insulation & Waterproofing	152,570
		07.60 Firestopping	152,570
	08.11	Doors & Hardware Install	
		S&A Installation	38,935
		08.11 Doors & Hardware Install	38,935
	09.30	Tile and Commercial Flooring	
		Carroll's Commerical Floors	1,080,394
		09.30 Tile and Commercial Flooring	1,080,394
	09.60	Painting and Wall Covering	
		River Paint	974,197
		09.60 Painting and Wall Covering	974,197
	09.70	Wall Protection & Acoustical Panels	
		Midwest Drywall	821,822
		09.70 Wall Protection & Acoustical Panels	821,822
	10.10	Building Specialties Install	
		S&A Installation	37,150
		10.10 Building Specialties Install	37,150
	10.30	Signage	
		J&B Graphics	185,641
		10.30 Signage	185,641
	12.10	Window Treatment	
		Russell Interiors	111,790
		12.10 Window Treatment	111,790
	32.40	Decorative Concrete	
		Lithko Contracting	693,787
		32.40 Decorative Concrete	693,787
	32.70	Landscaping & Irrigation	
		Northeastern Irrigation & Landscape	992,893
		32.70 Landscaping & Irrigation	992,893
		01.50 Academic Building- Package 5	6,131,856

PROJECT NAME	***Bixby Academic Building- Package 5***
PROJECT LOCATION	Bixby, OK
REVIEW DATE	5/18/2023
ARCHITECT	KKT Architects
BUILDING SIZE	204,000 sf

Estimate Totals

Description	Amount	Totals	
Subcontractor Total	6,131,856	6,131,856	
		6,131,856	
General Liability	61,433		
Builder's Risk	17,346		
Performance Payment Bond	36,137		
Bonds & Insurance	114,916	6,246,772	
General Conditions	300,000		
Project Fee	180,686		2.500 %
Contingency	500,000		
	980,686	7,227,458	
Total		***7,227,458***	

PROJECT CONFIDENTIAL

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EXHIBIT C

Plans, Specifications, and Addenda

KKT Architects

Bixby Public Schools – High School Academic Building – Phase 5

Plans and Specifications dated April 10, 2023.

Geotechnical Engineering Report dated January 2, 2022

Construction Manager's Manual dated November 11, 2022

Addendum #12 dated April 26, 2023
Addendum #13 dated May 5, 2023

CM Clarification #1 dated April 14, 2023
CM Clarification #2 dated April 18, 2023
CM Clarification #3 dated April 19, 2023
CM Clarification #4 dated April 28, 2023
CM Clarification #5 dated May 8, 2023
CM Clarification #6 dated May 10, 2023
CM Clarification #7 dated May 15, 2023

EXHIBIT D

Contract & Scope Clarifications

1. This GMP includes the Bid Packages for Bixby Public Schools – High School Academic Building – Phase 5 as specifically shown in the referenced drawings in Exhibit A. This GMP Amendment also includes the General Conditions, General Requirements, and CM Allowances as outlined within the GMP Contract Amendment 8 Exhibit B Financial Breakdown. Additional General Conditions, General Requirements, and CM Allowances will be added in subsequent GMP Amendments, appropriate with the associated scope of work.
2. Sales tax is excluded.
3. Third party testing costs have been excluded. We will coordinate service per specification section 014000 1.6B.
4. Costs for water, sewer, and electric power service for construction usage are not included. Per 015000 1.3, these services can be used for construction from the existing systems "without metering and without payment of use charges".
5. This GMP Amendment does not include the glass and metal handrails or the Technology scopes of work. These will be included in a forthcoming GMP Amendment.
6. This GMP Amendment includes General Conditions and General Requirements through the date of substantial completion listed. Substantial Completion, General Conditions and General Requirements will be evaluated and added to as necessary.
7. Warranty Reserve is included in the General Conditions line item of this GMP Amendment.
8. Substantial Completion will be adjusted in the forthcoming GMP Amendment for the remaining scopes of work. The final design was not complete and available when the current Substantial Completion date was established, and Nabholz is evaluating the schedule to determine impact. Also, there have been time impacts associated with change documents that are being included in this schedule evaluation.
9. There will likely be work remaining after the substantial completion date that will be coordinated with owner move-in.
10. Substantial completion is subject to change if caused by factors outside of Nabholz' control, including but not limited to design delays. There have been design delays previously that may or may not impact the Substantial Completion and further procurement. Nabholz continues to assess and monitor this impact and will inform the project team as we become aware of those impacts.
11. City, State, Special Testing, and Inspections, as well as all Design or Soft costs are excluded. These may include, but not be limited to the following: Architectural, Engineering, Civil, and other design consultant's fees and design, Geotechnical Investigation, Special Testing and Inspections, Asbestos Remediation, Furniture, Fixtures, Equipment, Technology, Owner's Insurance, Errors and Omissions Insurance, or Offsite Utility costs.
12. Nabholz shall locate all existing utilities but shall not be responsible for any unforeseen conditions. Any utility relocations required due to existing conditions that are not shown on the Construction Documents shall be considered unforeseen conditions.
13. All remediation associated to any potential underground appurtenances and associated soil removal, as well as asbestos, lead or any other material requiring remediation is excluded.
14. Nabholz has included all elements of the Construction Documents unless clarified or agreed elsewhere within this GMP Amendment 7, or the Prime Contract. Should there be any missing elements not detailed or drawn, but intended, there may be cost and time impact.

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 11th day of May in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Bixby Public Schools
109 N. Armstrong
Bixby, OK 74008-4449
918.366.2200

and the Architect:
(Name, legal status, address, and other information)

Dewberry Architects Inc.
1350 S. Boulder Avenue, Suite 600
Tulsa, OK 74119-3209
918.587.7283

for the following Project:
(Name, location, and detailed description)
9th Grade Center Gymnasium
301 S. Riverview
Bixby, OK 74008

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Reference Exhibit "A" Project Scope Letter. Further program development to be coordinated with Owner.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit "A" Project Scope Letter.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Owner's construction budget is $2,750,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Refer to Exhibit "C" – Project Design Schedule for all schedule milestones.

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.2 Design Documents completion: Refer to Exhibit "C" – Project Design Schedule for all schedule milestones..

.3 Construction commencement date:

To Be Determined by CMAR.

.3 Substantial Completion date or dates:

To Be Determined by CMAR.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)
§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mr. Rob Miller, Superintendent of Schools
Bixby Public Schools
109 N. Armstrong
Bixby, OK 74008-4449
918.366.2200

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

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§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2 Land Surveyor:

N/A

.3 Geotechnical Engineer:

TBD

(Paragraphs deleted)

.3 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

D. Bruce Henley, AIA
Principal / Business Unit Manager
Dewberry Architects Inc.
1350 S. Boulder Avenue, Suite 600
Tulsa, OK 74119-3209
918.587.7283
bhenley@dewberry.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

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§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

360 Engineering Group, PLLC
1201 East 3rd Street
Tulsa, OK 74120-2605
918.518.1124
Elli Johannsson, P.E., S.E.

.2 Mechanical Engineer:

EDA + FKI Engineers PC.
10810 E. 45th Street, Suite 201
Tulsa, OK 74146-3820
918.258.6890
Ryan Grogg, P.E.

.3 Electrical Engineer:

EDA + FKI Engineers PC
10810 E. 45th Street, Suite 201
Tulsa, OK 74146-3820
918.258.6890
Ryan Grogg, P.E.

.4 Civil Engineer:

CEC Corporation
1300 S. Main Street
Tulsa, OK 74119-3218
918.663.9401
Andy Blankenship, P.E.

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

Exhibits "A", "B" "C" and "D".

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's

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sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars and NO/100 ($ 1,000,000.00) for each occurrence and two million dollars and NO/100 ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars and NO/100 ($ 1,000,000.00) per accident and two million dollars and NO/100 ($ 2,000,000.00) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars and NO/100 ($ 1,000,000.00) each accident, one million dollars and NO/100 ($ 1,000.000.00) each employee, and two million dollars and NO/100 ($ 2,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars and NO/100 ($ 1,000,000.00) per claim and two million dollars and NO/100 ($ 2,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect

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discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development

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Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 Code Compliance

§ 3.5.2.1 The Architect shall conform the Drawings and Specifications with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, building, occupancy, environmental and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be considered a Contingent Additional Service. Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable Government Requirements.

§ 3.5.2.2 Architect shall conform its Drawings and Specifications to the requirements of the Americans With Disabilities Act Accessibility Guidelines ("ADAAG"), but Owner shall be solely responsible for compliance with the remaining provisions of the Americans With Disabilities Act ("ADA"). ADA by governmental officials and/or courts of law may vary or change. Should such variance or change require Architect to make the required modifications, such modifications shall be considered a Contingent Additional Service.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.4 It is intended that the Architect shall have no responsibility for job site safety on the Project. The Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. Specifically, Owner and Architect acknowledge the following:

- **.1** The Architect shall not supervise or control the Work.
- **.2** The Architect does not retain the right to supervise or control the Work.
- **.3** The Architect shall not regularly or constantly participate in the ongoing activities at the construction site.
- **.4** The Architect shall not supervise or coordinate the Subcontractors.
- **.5** The Architect shall not have authority or take responsibility for safety precautions at the jobsite.
- **.6** The Architect shall not have authority to issue change orders or construction change directives except at the explicit direction of the Owner.
- **.7** The Architect shall not have the right to stop the Work.
- **.8** The Architect shall not own any construction equipment at the jobsite.
- **.9** The Architect is not familiar with construction practices with regard to jobsite safety.
- **.10** The Architect is not in a position to assure worker safety or to alleviate equipment deficiencies or improper work habits.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to

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exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the

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Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically

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addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming (Basic Services)	Architect
§ 4.1.1.3 Multiple Preliminary Designs (Basic Services)	Architect
§ 4.1.1.4 Measured drawings (Basic Services)	Architect
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities (Basic Services)	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering (Basic Services)	Architect
§ 4.1.1.10 Landscape design (Add Services)	Architect
§ 4.1.1.11 Architectural interior design (Basic Services)	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation (Basic Services)	Architect
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants (Basic Services)	Architect
§ 4.1.1.22 Telecommunications/data design/AV Technology (Add Services)	Architect
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning (Add Services)	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Storm Water Detention (Add Services)	Architect

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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Refer to Exhibit "A" Project Scope Letter.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

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.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 Twenty (20) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner

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shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 N/A – intentionally deleted.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12.1 Architect shall coordinate the transmittal of information or documents among or between various Owner's Consultants but shall not analyze or review the information or documents unless specifically necessary for performance of Architect's services. Owner and Architect agree that Architect shall have no responsibility or liability to Owner for any errors or omissions in Owner's Consultant's services even if documents or information arising from such services are transmitted through Architect for use by others, or if Architect relies on such documents or information to provide its services, unless Architect has actual knowledge of any error or omission.

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§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 N/A – intentionally deleted.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 N/A – intentionally deleted;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

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§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 If Architect is required to deliver any services required hereunder in the form of electronic encoded media, the printed representation of such media furnished by the Architect shall be the official record of Architect's services. Owner shall have a right to rely only on such printed representation in connection with any subsequent modification of such electronic media and to the extent permitted by Oklahoma law, agrees to indemnify, defend and hold Architect harmless from all cost and expense, including attorneys' fees from claims which arise out of modification of such electronic media or printed representation by or on behalf of Owner without Architect's consent.

§ 7.5 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.6 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies.

.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

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.2 If, within (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with the construction mediation rules of the American Arbitration Association or any other mutually agreeable mediation firm. The parties will jointly appoint a mutually acceptable mediator.

.3 The expenses of witnesses, document or exhibit preparation and the like, for either side shall be paid by the party producing such witnesses or incurring such expenses. All other expenses of the mediation, including required traveling and other expenses of the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise. For the purpose of this Subparagraph, legal fees and costs of the parties shall not be considered a mediation expense.

.4 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of (30) days. If the parties are not successful in resolving the dispute through the mediation, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court. The arbitrator or adjudicator shall have the right to award all costs of the dispute resolution, including attorneys' fees and costs, to the prevailing party.

§ 8.1.2 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.3 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.4 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.5 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.6 Limited Liability of a Corporation

§ 8.1.6.1 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect, in the execution or performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing,

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unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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§ 10.4.1 Any Certificate of Payment, Certificate of Substantial Completion or any other certification shall be issued only for those Contract Documents prepared by the Architect. Such certifications shall be to Architect's best knowledge and belief and only to such matters for which Architect would have knowledge by reason of its performance of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Indemnity for Hazardous Substances

§ 10.6.1 Architect, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials. To the extent permitted by Oklahoma law the Owner waives any right of contribution against and agrees to indemnify and hold harmless Architect, its principals, officers, directors, members, partners, employees, independent contractors and consultants from and against any and all claims, losses, damages and expenses (including reasonable attorneys' fees and litigation costs arising out of, in connection with, or resulting from the presence of any toxic or hazardous contaminants or materials at the project site or the investigation, detection, abatement, replacement, discharge or removal of such contaminants or materials. In the event Architect or any other party indemnified hereunder is required to incur expenses, including attorneys' fees and litigation costs, in enforcing this indemnity obligation, such attorneys' fees and litigation costs shall be paid by Owner to Architect to the extent permitted by Oklahoma law. This Article shall survive the termination or completion of this Agreement.

§ 10.6.2 Owner represents to Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such Statutes or Regulations, no part of the Project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.7.1 Owner agrees, and will obtain a similar agreement from the Contractor to the effect that the Architect will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit Architect to photograph and make other reasonable use of the Project for promotional purposes.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement

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shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, which are based on an assumed $5 million cost of construction, the Owner shall compensate the Architect with a Stipulated Sum base fee as follows:

.1 Stipulated Sum
(Insert amount)

Refer to Exhibit "D" Fee Schedule and Exhibit "A" Project Scope Letter.

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As mutually agreed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As mutually agreed.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	thirty	percent (	30	%)
Bid Phase	five	percent (	5	%)
Construction Phase	twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases

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simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As mutually agreed. Refer to Exhibit "B" – Standard Hourly Billing Rate Schedule.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses; and
.10 N/A – intentionally deleted;
.11 N/A – intentionally deleted; and
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15.0 %) of the expenses incurred. Estimate for reimbursables - $12,000.00.

(Paragraphs deleted)
§ 11.8 3 N/A – intentionally deleted.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

As mutually agreed.

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§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 N/A – intentionally deleted.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

5 % annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

The provisions of this Article 12 take precedence over any provision of the printed form B133 (2019 Edition) which is in conflict with this Article 12.

§ 12.1 CHANGES AFTER PROJECT KICK-OFF

§ 12.1.1 Services necessitated by a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method following Design Development shall be provided as an Additional Services and compensated in accordance with Architect's Standard Hourly rates, or as negotiated.

§ 12.2 ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 12.2.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work established in the Contract for Construction between the Owner and Contractor.

§ 12.3 CONTRACTOR'S OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

§ 12.3.1 Owner will require the Contractor responsible for construction to purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that, "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ 12.4 STANDARD OF CARE/DISCLAIMER OF WARRANTIES

§ 12.4.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. This limitation shall not be modified by any

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certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing his services under this Agreement. The parties acknowledge that notwithstanding the exercise of due care and skill, no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care.

§ 12.4.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 12.5 FORCE MAJEURE

§ 12.5.1 In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

§ 12.6 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

§ 12.6.1 Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted:

§ 12.6.2 To the extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

§ 12.6.3 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

§ 12.6.4 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents."

§ 12.6.5 Only to the extent necessary to prevent this provision from being void under governing law, this indemnity agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 N/A – intentionally deleted.

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" – Project Scope Letter
Exhibit "B" – Standard Hourly Billing Rate Schedule
Exhibit "C" – Project Design Schedule
Exhibit "D" – Fee Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Matt Dotson, School Board President Bixby Public Schools 109 N. Armstrong Bixby, OK 74008-4999	D. Bruce Henley, Principal/Business Unit Manager Dewberry Architects Inc. 1350 S. Boulder Avenue, Suite 600 Tulsa, OK 74119-3209
(Printed name and title)	*(Printed name, title, and license number, if required)*

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EXHIBIT "A"

Dewberry

Dewberry Architects Inc.
1350 South Boulder Avenue, Suite 600
Tulsa, OK 74119-3209

918.587.7283
918.587.0071 fax
www.dewberry.com

May 2, 2023

Bixby Public Schools
Attn: Rob Miller, Superintendent of Schools
School Administration Building
109 N. Armstrong Street
Bixby, OK 74008

RE: Bixby 9th Grade Center Gymnasium

Dear Mr. Miller,

Dewberry appreciates the opportunity to provide this proposal for services for the new gymnasium at 9th Grade campus. It has been exciting to get to know you and your team and we look forward to working with you on these projects.

Project Understanding & Scope

Project Construction Budget Combined - $2.75M

- Owner will provide CAD files & specifications of existing campus buildings adjacent to these new spaces and civil design files.
- Assume, where possible, the building will connect into the existing buildings.
- Assume the 9th Grade Center Gymnasium to be approximately 8,000 SF as it relates to the construction budget available.
- Building will be a pre-engineered (PEMB) metal building with a delegated superstructure design by the builder with a facade that compliments the existing buildings on campus.
- Mechanical will be Roof top units (RTU)
- Parking and drives remain as is
- Sidewalks will be added to connect new building to existing pavement
- Building is not required to be storm-rated
- Gymnasium scope:
    - Gym floor to be wood
    - Need restrooms and lockers
    - Clear height for volleyball
    - Natural light
    - Front and side goals
    - Adjacent classroom
    - Small bleacher section for 200-400
    - 3-4 individual showers
    - Coaches offices
    - Storage
    - Project may require phasing

Owner to provide Special Inspections and the Soil Testing.

Priorities will be established early to create an allowable basis of design to budget. Should the owner choose to bid portions of the work early and break up the design package, there is some risk assumed for coordination and accuracy.

Consultants
360 Engineers - Structural
EDA FKI – MEP
CEC – Civil & Survey
Terracon (suggested) - Soil Testing

Schedule
Notice to Proceed on Design Services anticipated November 2023, Construction Documents go to bid in April 2024, see attached schedule exhibit. Time frame to build and complete the project is to be determined by the contractor.

Fee
Our base design fee reflective of the described scope to be $171,875 lump sum or **6.25%** of the approved construction budget, whichever is greater. Required Additional Services $29,095 for a total design cost of **$200,970**. Refer to fee exhibit for further details and other added service allowances.

We appreciate the opportunity to present this agreement for your approval. If you have any questions or comments, please do not hesitate to call. We appreciate your confidence in our team and look forward to working with you on this project and building a great relationship with the Bixby Spartan family.

Sincerely,

D. Bruce Henley, AIA, LEED AP
Principal / Business Unit Manager
Dewberry Architects Inc.

Attachments:

AIA Owner Architect Agreement
Exhibit "B" Standard Hourly Rates
Exhibit "C" Project Design Schedule
Exhibit "D" Fee Schedule

Cc: Chris Hiatt , Allison Scharnell, Josh Becnel, Clint Rodgers, Mike Anthony

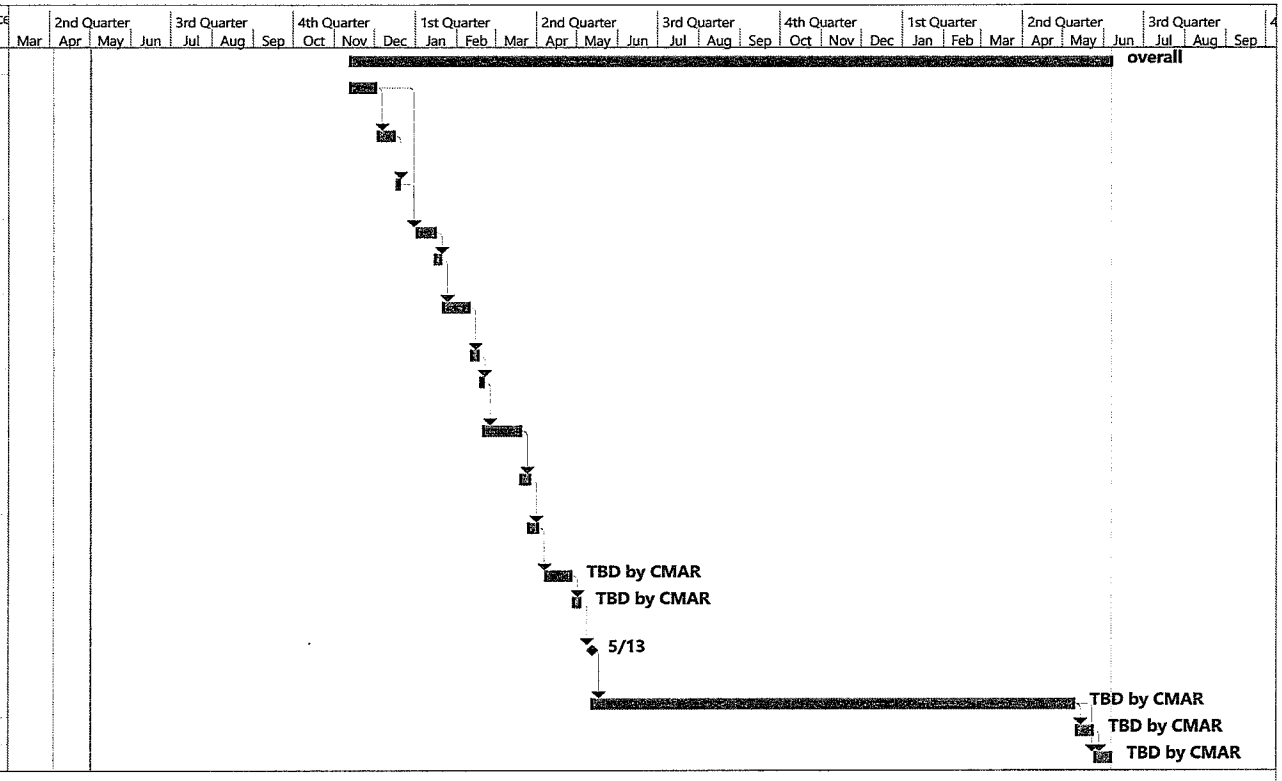
Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	$350.00
Architect I,II,III	$110.00, $125.00, $145.00
Architect IV,V,VI	$165.00, $185.00, $205.00
Architect VII,VIII,IX	$230.00, $250.00, $280.00
Interior Designer I,II,III,IV	$100.00, $120.00, $130.00, $165.00
Engineer I,II,III	$115.00, $135.00, $155.00
Engineer IV,V,VI	$170.00, $195.00, $225.00
Engineer VII,VIII,IX	$250.00, $275.00, $305.00
Geographer/GIS I,II,III	$95.00, $105.00, $125.00
Geographer/GIS IV,V,VI	$145.00, $165.00, $185.00
Geographer/GIS VII,VIII,IX	$215.00, $250.00, $290.00
Professional I,II,III	$105.00, $125.00, $150.00
Professional IV,V,VI	$170.00, $190.00, $210.00
Professional VII,VIII,IX	$235.00, $260.00, $290.00
Technical	
Designer I,II,III	$110.00, $135.00, $160.00
Designer IV,V,VI	$180.00, $200.00, $220.00
CADD Technician I,II,III,IV,V	$80.00, $100.00, $120.00, $140.00, $175.00
Surveyor I,II,III	$68.00, $83.00, $98.00
Surveyor IV,V,VI	$115.00, $125.00, $145.00
Surveyor VII,VIII,IX	$160.00, $190.00, $235.00
Technical I,II,III	$85.00, $105.00, $130.00
Technical IV,V,VI	$140.00, $155.00, $180.00
Emergency Management	
Emergency Management I, II, III	$85.00, $110.00, $140.00
Emergency Management IV, V, VI	$170.00, $220.00, $280.00
Construction	
Construction Professional I,II,III	$125.00, $155.00, $185.00
Construction Professional IV,V,VI,VII	$215.00, $240.00, $285.00, $320.00
Inspector I,II,III	$85.00, $110.00, $140.00
Inspector IV,V,VI,VII	$160.00, $180.00, $205.00, $240.00
Survey Field Crews	
Fully Equipped 1, 2, 3 Person Crews	$145.00, $175.00, $230.00
With Laser Scanner 1, 2 Person	$195.00, $225.00
Administration	
Admin Professional I,II,III,IV,V	$70.00, $95.00, $115.00, $145.00
Non-Labor Direct Costs	Cost + 15%

** Company Confidential and Proprietary

EXHIBIT "C"

ID	Task Mode	Task Name	Duration	Start	Finish	Predece
1		9th Grade Gym	20.5 mons	Mon 11/13/23	Fri 6/6/25	
2		Program and Concept Design	3 wks	Mon 11/13/23	Fri 12/1/23	
3		Prepare Concept Budget	2 wks	Mon 12/4/23	Fri 12/15/23	2
4		Client Review and Approval	2 days	Mon 12/18/23	Tue 12/19/23	3
5		Schematic Design	2 wks	Tue 1/2/24	Mon 1/15/24	2,4
6		Client Review and Approval	4 days	Tue 1/16/24	Fri 1/19/24	5
7		Design Development	3 wks	Mon 1/22/24	Fri 2/9/24	6
8		Budget Update	1 wk	Mon 2/12/24	Fri 2/16/24	7
9		Client Review and Approval	2 days	Mon 2/19/24	Tue 2/20/24	8
10		Construction Documents	4 wks	Wed 2/21/24	Tue 3/19/24	9
11		Final Review and Coordination	1 wk	Wed 3/20/24	Tue 3/26/24	10
12		Prepare plans to go to bid	1 wk	Tue 3/26/24	Mon 4/1/24	11
13		Expected bid phase	3 wks	Mon 4/8/24	Fri 4/26/24	12
14		Contract Negotiations	1 wk	Mon 4/29/24	Fri 5/3/24	13
15		Construction Start	0 wks	Mon 5/13/24	Mon 5/13/24	14
16						
17		Construction Phase	13 mons	Mon 5/13/24	Fri 5/9/25	15
18		Project Close out	2 wks	Mon 5/12/25	Fri 5/23/25	17
19		Client Occupancy	2 wks	Mon 5/26/25	Fri 6/6/25	17,18



Project: 9th Bixby Sched 05.02.2
Date: Tue 5/2/23

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

EXHIBIT "D"

Bixby
9th Grade Center
Gymnasium

05.02.23

Assumed Combined Construction Budget	$ 2,750,000.00			15%	25%	30%	5%	25%		
				Program/SD	DD	CD	Bid	CA		
A/E Design Fee	$ 171,875.00	6.25%	$	25,781	$ 42,969	$ 51,563	$ 8,594	$ 42,969		
Required Add Services										
Standard Reimbursement	$ 6,500.00	allowance								
Civil Design East	$ 15,500.00									
CA East	$ 3,300.00									
	$ 25,300.00									
Mark-Up	$ 3,795.00	15%								
	$ 29,095.00									
Base Fee & Required Add Services	**$ 200,970.00**									
Optional Add Service	Allowance									
Storm Water Detention 9th	$ 7,500.00									
Commissioning 9th	$ 35,000.00									
Landscape Design 9th	$ 10,000.00									
AV Technology East	$ 15,000.00									
	$ 67,500.00									
Mark-Up	$ 10,125.00	15%								
	$ 77,625.00									
Assume Owner Provided	Allowance									
Special Inspections 9th	$ 40,000.00									
Soil testing 9th	$ 4,750.00									
	$ 44,750.00									

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 5th day of June in the year 2023
(In words, indicate day, month and year.)
BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Independent School District No. 4 of Tulsa Co, State of Oklahoma
Bixby Public Schools
109 N, Armstrong St.
Bixby, OK 74008

and the Architect:
(Name, legal status, address, and other information)

GH2 Architects, LLC
320 S. Boston Ave., Suite 100
Tulsa, OK 74103
Telephone Number: 918.587.6158

for the following Project:
(Name, location, and detailed description)

Bixby Administration Building

The Construction Manager (if known):
(Name, legal status, address, and other information)

Miller-Tippens Construction
437 E. 141st St.
Glenpool, OK 74033
Telephone Number: 405.600.1022

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

New Administration Building

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

New construction, multi-story building, approximately 17,000 SF, located north of the high school campus along south Riverview Dr.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

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.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

TBD

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Superintendent Rob Miller
109 N. Armstrong
Bixby, OK 74008
918.366.2200

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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TBD

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

Wallace Design Collective
123 N M.L.K Jr Blvd.
Tulsa, OK 74103

.3 Geotechnical Engineer:

TBD

.4 Civil Engineer:

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

None

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Steve Jaggers, AIA, Principal
GH2 Architects, LLC
320 S. Boston Ave., Suite 100
Tulsa, OK 74103
Telephone Number: 918.587.6158

Mobile Number: 918.691.5334

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000.000/00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excesss policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million ($ 1,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

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§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents

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shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means,

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methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Owner
§ 4.1.1.3 Multiple Preliminary Designs	Not Included
§ 4.1.1.4 Measured drawings	Not Included
§ 4.1.1.5 Existing facilities surveys	Not Included
§ 4.1.1.6 Site evaluation and planning	Not Included
§ 4.1.1.7 Building Information Model management responsibilities	Not Included
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Included
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Included
§ 4.1.1.13 Cost estimating	Not Included
§ 4.1.1.14 On-site project representation	Not Included
§ 4.1.1.15 Conformed documents for construction	Not Included
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Owner
§ 4.1.1.18 Post-occupancy evaluation	Not Included
§ 4.1.1.19 Facility support services	Not Included
§ 4.1.1.20 Tenant-related services	Not Included
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Included

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§ 4.1.1.22	Telecommunications/data design	Owner
§ 4.1.1.23	Security evaluation and planning	Not Included
§ 4.1.1.24	Commissioning	Not Included
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Included
§ 4.1.1.26	Historic preservation	Not Included
§ 4.1.1.27	Furniture, furnishings, and equipment design	See 4.1.2.1
§ 4.1.1.28	Other services provided by specialty Consultants	Not Included
§ 4.1.1.29	Other Supplemental Services	Not Included

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

(Table Deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.27 We can provide FFE design and procurement services for 7% of the cost of the furniture, furnishings, and equipment. This service can be scaled down based on the level of service you desire.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.2 The Owner will provide the Architect with a preliminary program of spaces for the project.
4.1.1.17 The Construction Manager, via separate Contract with the Owner, will provide as-constructed record documents.
4.1.1.22 The Owner will provide telecommunications/data design via separate Contract, or with internal staff. The Architect will provide data/phone/electric locations within the plans.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material

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change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

..2 The Architect shall visit the site at intervals appropriate to the stage of construction, not to exceed 24 visits.

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation,

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ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

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§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols

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established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of

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this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

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expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for

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the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

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Six and one-half (6.50) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Potential Additional Civil: Engineering Work if Required by Authority Having Jurisdiction:
On-site Detention Design - $9,000.00
Special Exception for Use - $3,000.00
Lot Combination - $2,500.00
Sanitary Sewer Extension (Public) - $5,500.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Architects Standard Hourly Rates or at a stipulated sum determined at the time of services services

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment ofzero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph Deleted)

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

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10 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs Deleted)

(Paragraphs Deleted)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Architects Standard Hourly Rates

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Rob Miller, Superintendent	Steve Jaggers, AIA, Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

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AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «23rd » day of «May » in the year «2023 »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«Bixby Public Schools
109 N. Armstrong St
Bixby, OK 74008 »« »
« »
« »
« »

and the Construction Manager:
(Name, legal status, address, and other information)

«MTC Tulsa, LLC
437 E 141st Street
Glenpool, OK 74033
Zach Burrow
405-482-9816 »« »
« »
« »
« »

for the following Project:
(Name, location, and detailed description)

«BPS Administration Building»
«North of the 9th Grade Center, East Side of Riverview Drive~~109 N. Armstrong St. Bixby, OK 74008~~»

«~~Ground up two-story administrative building approximately 17,600 square feet. Including all associated site work and approximately 75 parking spots.~~»

The Architect:
(Name, legal status, address, and other information)

«GH2 Architects
320 South Boston Ave, Ste 100
Tulsa, OK 74103
918-587-6158 »« »
« »
« »
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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DRAFT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« N/A »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« Newly constructed ground up two-story administrative building approximately 17,600 square feet. Including all associated site work and approximately 75 parking spots. »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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« The anticipated construction cost to be +/-$380/sf, +/- $6,688,000 Total Construction Cost. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« 100% CDs/Bid Documents delivered by 8/11/2023 »

.2 Construction commencement date:

«September 25th, 2023 »

.3 Substantial Completion date or dates:

«August 31st, 2024 »

.4 Other milestone dates:

«N/A »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

«N/A »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

«N/A »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

«Rob Miller
109 N Armstrong Street
Bixby, OK 74008 »
« »
« »
« »
« »
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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(List name, address and other contact information.)

« BPS Please insert Name »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«TBD »« »
« »
« »
« »
« »

.2 Civil Engineer:

«Wallace Engineering LLC »« »
« 123 N MLK Jr Blvd »
«Tulsa, OK 74103 »
« Jordan Rodich »
« »

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

GH2 Architects«
320 South Boston Ave, Ste 100
Tulsa, OK 74103
918-587-6158 »
«Steve Jaggers »
« »
« »
« »
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«Zach Burrow
437 E 141st Street
Glenpool, OK 74033
405-482-9816
zach@miller-tippens.com »
« »
« »
« »
« »
« »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

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(List any Owner-specific requirements to be included in the staffing plan.)

«N/A »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

«All bidding procedures and subcontract/vendor selection shall following Title 61 competitive bidding acts. »

§ 1.1.15 Other Initial Information on which this Agreement is based:

«N/A »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

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§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

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§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

«N/A »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly

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furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

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ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« 0.5% of the project budget/GMP price submitted by MTC. Preconstruction services fees apply only if preconstruction services are rendered by Construction Manager and the owner chooses to not proceed with the construction, or if owner terminates the Construction Manager for convenience »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«N/A »

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

«1.5 » % «per month »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«5% of the sum of all associated Costs of the Work relative to the Owner-approved Guaranteed Maximum Price. General Conditions & Project Requirements have been identified in Exhibit A »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« Pursuant to Section 5.1.1 Above »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

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«510% in the aggregate for any overhead and/or profit »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «one hundred » percent («100- » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

«N/A »

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

«N/A »

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE
§ 7.1 Costs to Be Reimbursed
§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

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§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« Reference General Conditions & Project Requirements have been identified in Exhibit A »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8,

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shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

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§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

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ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «25th » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «25th » day of the «following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «30 » («Thirty ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«10% »

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« Materials and other items purchased by MTC via a purchase order »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«N/A »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

«N/A »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the

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Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

«N/A »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

«1.5 » % «One & One Half Percent »

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ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« The Owner will notify the Contractor if they elect to use the Architect to inform the Contractor of Owner's decisions, otherwise the Owner will provide direction on behalf of the Owner. »
« »
« »
« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[«X »] Arbitration pursuant to Article 15 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

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§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

«The aggregate amount of cost of work to date plus 5% CMAR Fee. »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than « » ($ « ») for each occurrence and « » ($ « ») in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « » ($ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than « » ($ « ») each accident, « » ($ « ») each employee, and « » ($ « ») policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

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§ 14.3.1.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
General Liability Each Occurrence	$500,000
General Aggregate Liability	$2,000,000
Personal Liability	$1,000,000
Products and Completed Operations	$1,000,000
Aggregate Automobile Liability	$1,000,000
Performance and Payment Bond-CM	100% of Contract Amount
Builders Risk Insurance	100% of Contract Amount for Duration of Project

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

« »

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

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.5 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.6 Other Exhibits:
(Check all boxes that apply.)

[« »] ~~AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~
~~*(Insert the date of the E234-2019 incorporated into this Agreement.)*~~

« Exhibit A - General Conditions & Project Requirements (To be provided when project budget is fully developed following GH2 schematic design documents. »

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Rob Miller «–»« Superintendent »	«Zach Burrow »«Executive Director/Managing Member »«–»«–»
(Printed name and title)	*(Printed name and title)*

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

«BPS Administration Building»
«109 N. Armstrong St.
Bixby, OK 74008»

THE OWNER:
(Name, legal status and address)

«Bixby Public Schools Administrative Building
109 N. Armstrong St.
Bixby, OK 74008 »« »
« »

THE ARCHITECT:
(Name, legal status and address)

«GH2 Architects
320 South Boston Ave, Ste 100
Tulsa, OK 74103
918-587-6158 »« »
« »

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

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forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

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have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will

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similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

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Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

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change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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MEMO

To: Rob Miller
From: Gabe Hayes
Date: 6/6/23
Subject: Job Order Contract

I am recommending the acceptance of the lowest responsible bid for District Job Order Contract.

Magnum Construction Inc. Multiplier =1.1350
Next lowest Merak Group at =1.1850

Thank you.

MEMO

To: Rob Miller
From: Gabe Hayes
Date: 6/6/23
Subject: Interior Paint East Intermediate

I am recommending the acceptance of the lowest responsible bids for interior paint for East Intermediate.

Fischer painting at $96,230

Next lowest SB at $105,500

Thank you.

SERVICE ORDER FORM

zendesk | 989 Market St
San Francisco, CA 94103

SUBSCRIBER INFORMATION

Sold To:
Subscriber Legal Name: Bixby High School
Address: 109 N. Armstrong
Bixby
Oklahoma
74008
United States

Bill To:
Accounts Payable Contact: Steven Scott
Address: 109 N. Armstrong
Bixby
Oklahoma
74008
United States

Email: sscott@bixbyps.org
Phone: 9183662295

SUBSCRIPTION DETAILS

Currency: USD
Payment Frequency: Annual
Payment Terms: Net 30
Payment Method: ACH
Service Start Date: Jul 1, 2023
Service End Date: Jun 30, 2026

ORDER DETAILS

Zendesk ID: 11987317, Subdomain: bixbyps, Jul 1, 2023 to Jun 30, 2026

Product Name	# of Months	List Price	Effective Price	Qty	Line Item Total
Zendesk Suite - Growth (Per Agent)	36	99.00	71.10	25	63,990.00
				Subtotal:	63,990.00

Grand Total: 63,990.00

*** First Invoice Total Due:** 21,330.00

*The First Invoice Total calculation is determined by the Payment Frequency displayed above and may differ from the Grand Total in cases where this Payment Frequency is a shorter term than the Subscription Term (determined by the Service Start Date and the Service End Date).

SPECIAL TERMS AND NOTES

Subscriber consents to the identification of Subscriber as a customer of Zendesk on Zendesk Group's websites, and in other marketing materials distributed by the Zendesk Group (which may include emails and other web and print materials) (collectively, 'Zendesk Marketing Materials'). In connection with such activity, Zendesk may also display Subscriber's trademarks, service marks, and/or logos in Zendesk Marketing Materials. The foregoing shall be deemed a worldwide, nonexclusive and (except as set forth below) irrevocable license to the use of Subscriber's name, trademarks, service marks, and logos for this purpose. The Parties agree that such license and consent shall terminate upon termination of Subscriber's subscription to all Services. Subject to prior approval of Subscriber, Subscriber also agrees to be referenced in press releases, case studies prepared by Zendesk, Zendesk's announcement of its financial results, Zendesk's filings with the U.S. Securities and Exchange Commission related thereto, and Zendesk investor relations materials (collectively 'Zendesk Press Materials'). In connection with such activity, Zendesk may also use and display Subscriber's trademarks, service marks, and/or logos in Zendesk Press Materials. The foregoing shall be deemed a worldwide, nonexclusive and (except as set forth below) irrevocable license to the use of Subscriber's name, trademarks, service marks, and logos for this purpose. The Parties agree that such license and consent shall terminate upon termination of Subscriber's subscription to all Services.

The Subscription Charges provided in this Service Order shall increase in each subsequent Subscription Term by seven percent (7%) per annum, not to exceed Zendesk's then-current List Price.

Notwithstanding anything to the contrary in the agreement or this Service Order, any renewal in which Subscriber downgrades its Service Plan or decreases the number of Agents shall result in new Subscription Charges at renewal despite the prior Subscription Term(s) Subscription Charges. Any one-time discounts provided in this Service Order shall not apply to any subsequent Subscription Term(s).

TERMS AND CONDITIONS

The products and services provided by Zendesk under this Service Order Form ('Order Form') are governed by and subject to the Master Subscription Agreement found at: https://www.zendesk.com/company/customers-partners/#master-subscription-agreement unless there is a separately negotiated agreement between you and Zendesk along with the Privacy Policy found at: https://www.zendesk.com/company/customers-partners/#privacy-policy (collectively, the 'Agreement';).

The Agreement exclusively governs the relationship and agreement between Zendesk and Subscriber related to the Services (as defined in the Agreement) and Consulting Services (as defined in the Agreement); and, supersedes any other agreement/purported terms of any type, including, without limitation, the terms of any purchase order or other ordering document that may be referenced herein or otherwise issued by Subscriber. No purported modification of the Agreement by Subscriber or any terms or conditions of any purchase order or other similar document shall have any force or effect regardless of any statement to the contrary in such modification, purchase order or other document. This Order Form shall be subject to, and Subscriber hereby unconditionally accepts, the Agreement, except to the extent the Agreement is expressly modified herein. Upon Subscriber executing this Order Form, the Agreement shall become legally binding between the parties.

The Subscription Term for any Agents added by Subscriber after the beginning of the then- current Subscription Term ('Additional Agents') shall be coterminous with the then current Subscription Term for the existing Agents. Subscription Charges for Additional Agents shall be at the Subscriber's Subscription Charges under the then current Subscription Term, unless otherwise expressly agreed by the parties in writing. Any discount provided to Subscriber is applicable only to the initial Subscription Term detailed in this Service Order, unless otherwise expressly agreed by the parties in writing, and will not be applied to any subsequent Subscription Term.

Payments made by credit card or debit card are billed and processed by Zendesk, Inc. if denominated in U.S. dollars and by Zendesk International Ltd (Registration No. 519184) if denominated in a currency other than the U.S. dollar. To the extent that any such entity billing or processing this transaction (the 'Zendesk Payment Agent') is not Zendesk, Inc., the Billing Entity is acting solely as a billing and processing agent for and on behalf of Zendesk, Inc. for the economic benefit of Zendesk, Inc. in its role as principal and the Zendesk Payment Agent has no interest in the payments. You are contracting with and the Services and Consulting Services are provided and delivered by Zendesk, Inc.

PURCHASE ORDER OPTIONS

My organization requests you reference a Purchase Order (PO#)

Subscriber acknowledges and agrees that any reference to a purchase order in this Order Form or any associated invoice is solely for Subscriber's convenience in record keeping, and no such reference or any delivery of Services to Subscriber following receipt of any purchase order shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Zendesk or otherwise have any force or effect.

SIGNATURES

By signing this Order Form the Subscriber authorizes that it has read it and agrees to its terms.

Subscriber Signature: Title:

Print Name: Date:

GOOGLE @ BPS

Adrienne Malone <amalone@bixbyps.org>

BPS Janitorial Proposal 2023-2024

2 messages

sean statewide-ok.com <sean@statewide-ok.com> Sun, Jun 4, 2023 at 11:54 AM
To: Adrienne Malone <amalone@bixbyps.org>
Cc: "sean statewide-ok.com" <sean@statewide-ok.com>

Hi Adrienne,

I have attached the 2023-2024 Janitorial Proposal for your review.

All the school districts we clean have a 2.5% - 3% increase each year. We did not increase the contact amount for 2022-2023 and the cost of business has increased considerably over the past 18 months. We only increased the BPS Janitorial Proposal by 1.5% from the original 2021 - 2022 pricing on this 2023-2024 Janitorial Proposal which is a total of $100 per nightly service or a total $17,100 for 2023-2024.

The West Campus addition is an additional $185 per nightly service or a total of $31,635 for 2023-2024.

2021-2022 Total Nightly Rate $6,232
2022-2023 Total Nightly Rate $6,232
2023-2024 Total Nightly Rate $6,517

Finally, below are nightly tasks that could be removed in order to save cost. I would need to walk the entire District to identify how many tasks are in each building in order to separate it from the cost. Please let me know if there are any nightly tasks that you want removed. It will probably take me 7-10 days before I will be able to walk your District, compile all the information in order to prepare a revised Janitorial Proposal. The biggest cost savings would be to remove: Restrooms, Trash and reduce the Floor mopping frequency.

Floor mopping frequency
Restrooms
Trash
Stairwells
Glass
Sinks

Sean Quillen
StateWide Commercial Cleaning Co.
918-734-0077 cell
918-632-0515 office
sean@statewide-ok.com
www.statewide-ok.com

Bixby Public Schools 2023-2024 PDF Final.pdf
1148K

Adrienne Malone <amalone@bixbyps.org> Mon, Jun 5, 2023 at 6:15 AM
To: Gabe Hayes <gahayes@bixbyps.org>

[Quoted text hidden]
--
Thank you,
Adrienne Malone
BPS Maintenance
918-366-2386

statewide
COMMERCIAL CLEANING COMPANY

Proposal for Janitorial Services

June 3, 2023

Ms. Adrienne Malone
Bixby Public Schools
707 N. Story Avenue
Bixby, Oklahoma 74467
918-366-2386
amalone@bixbyps.org

Dear Ms. Malone,

I would like to thank you for allowing StateWide Commercial Cleaning Company the opportunity to submit this janitorial proposal. StateWide Commercial Cleaning Co. is a full service, locally owned, and operated company. We have fully trained, supervised and uniformed cleaning crews with the ability to provide you with services when and how you want it.

This customized janitorial proposal has the following:

Service Agreement
Service Schedule
Equipment and Supplies
Monthly Detail Cost

Please do not hesitate to contact me if you have any questions.

Sincerely,

Sean Quillen
StateWide Commercial Cleaning Co.
918-632-0515 office
918-734-0077 cell
sean@statewide-ok.com
www.statewide-ok.com

Service Agreement

Scheduled service shall be provided at:

Bixby Public Schools
109 N. Armstrong
Bixby, Oklahoma 744008

StateWide Commercial Cleaning Company ("StateWide") in response to specifications for service required by **Bixby Public Schools** ("BPS") for the premises listed above, shall, for consideration and in accordance with the terms and conditions listed in this Service Agreement, provide BPS with the services listed below and in Service Schedule, subject to written signature approval by both StateWide and BPS.

StateWide agrees to provide the services listed in the Service Schedule for the following campuses:

High School Campus:
Main Building - East Wing and West Wing
Art Building
Band Building
Science Building

9th Grade Campus:
North Building
South Building
Brassfield Building

Middle School Campus:
7th Grade Building
8th Grade Building

Central Campus:
Central Elementary Building
Central Intermediate Building

East Campus:
East Elementary Building
East Intermediate Building

North Campus:
North Elementary Building
North Intermediate Building

West Campus:
West Elementary Building
West Intermediate Building

For the **"Campuses"** listed above StateWide agrees to provide the services listed in the Service Schedule for the following areas:

Entrances, lobbies, offices, classrooms, faculty lounges, media centers, art rooms, science labs, hallways, stairwells, elevators and restrooms.

Service requested in the areas listed above shall be provided **five** nights per week.

Service shall be provided on the following nights:
Monday, Tuesday, Wednesday, Thursday and Weekend

Service shall be provided after School hours.

For the **"Campuses"** listed above StateWide agrees to provide the services listed in the Service Schedule for the following areas:

Band rooms, choir rooms and gymnasiums.

Service requested in the areas listed above shall be provided **two** nights per week.

Service shall be provided on the following nights:
Monday and Wednesday

Service shall be provided after School hours.

1. The term of this Service Agreement shall from August 14, 2023 thru May 24, 2024.

2. BPS agrees to allow StateWide to visit each of their Campuses on a weekly basis during the morning hours to speak with the designated BPS point of contact to ensure that StateWide is performing all the nightly services that are agreed upon in this Service Agreement to BPS's satisfaction. BPS Janitorial Management also agrees to meet with StateWide on a monthly basis to discuss past, current and future performances, events, changes, etc.

3. StateWide agrees to perform all scheduled services listed in this Service Agreement, unless circumstances caused by weather or other conditions beyond the control of StateWide occur that prevent scheduled services from being completed in a safe and proper manner.

4. Any storage space provided by BPS for the purpose of storing StateWide's equipment and supplies will be kept clean, neat and orderly at all times.

5. BPS agrees to provide all bin liners, restroom soap and paper products.

6. StateWide agrees to provide trained, uniformed, insured and supervised labor. Training and supervision of all StateWide labor shall include the following: a complete walk-thru of the facility, a thorough understanding of the service schedule, cleaning techniques, safety, security procedures and the BPS's expectations.

7. StateWide agrees to maintain excellent communication with BPS to insure BPS satisfaction is being met on each and every scheduled service through on-site visits, inspections and BPS service calls.

8. StateWide agrees to report any security breach, damage, breakage, and/or visible plumbing problems that are noticed during scheduled services to BPS immediately, in writing or to an emergency contact if necessary.

9. The amount to be paid by the BPS under the terms of this Service Agreement may be increased or decreased as the size of the areas being serviced increase or decrease, or the level or frequency of services required change. Any revision to this Service Agreement affecting the level or type of service provided, or the amount to be paid by the BPS, must first be approved in writing and by written signature from both parties.

10. StateWide shall invoice BPS for services on the last day of each calendar month that services are to be provided. Payment is due NET 30 days.

11. During the term of this Service Agreement or in the event of termination for any cause, BPS agrees not to solicit employment or services of any StateWide employees, independent contractors or other authorized representatives of StateWide for a period of twelve months from the last date of service.

12. The laws of the state of Oklahoma shall govern this Service Agreement.

Bixby Public Schools
2023-2024 Service Schedule

Nightly Services:

All entrances, lobbies, hallways, elevators and stairwells.

- ❑ Empty trash receptacles and replace liners.
- ❑ Clean, sanitize and polish water fountains.
- ❑ Spot clean moving glass doors in the main entrances.
- ❑ Vacuum carpets and floor mats.
- ❑ Sweep all hard surface floors.
- ❑ Auto Scrub and/or wet mop hard surface floors.

All classrooms, offices, faculty lounges, media centers, art rooms and science labs.

- ❑ Empty trash receptacles and replace liners.
- ❑ Clean and sanitize sinks and countertops.
- ❑ Spot clean classroom door glass and side panel glass.
- ❑ Vacuum carpets and BPS issued area rugs.
- ❑ Sweep hard surface floors.
- ❑ Wet mop hard surface floors.

All restrooms:

- ❑ Empty trash receptacles and replace liners.
- ❑ Clean and sanitize sinks, fixtures, toilets, urinals, countertops, mirrors and showers.
- ❑ Spot clean walls of spillage next to wastebaskets and dispensers in the restrooms.
- ❑ Sweep hard surface floors.
- ❑ Wet mop hard surface floors.

Twice per Week Services: Monday and Wednesday

All band rooms, choir rooms and gymnasiums:

- ❑ Vacuum carpets and BPS issued area rugs.
- ❑ Sweep hard surface floors.

Once per Week Services: Wednesday

Gymnasiums:

- ❑ Auto Scrub gymnasium floors.

Special Notes:

In order to provide the services stated above at the nightly rate proposed in this agreement, BPS agrees to:

- ❑ BPS agrees to place trash receptacles outside of doors and in the hallways nightly.
  - Offices may place trash at one collection point inside of the common office area.
- ❑ BPS agrees that trash must be placed in receptacles and/or marked "Trash".
- ❑ BPS agrees that boxes must be broken down and marked "Trash".
- ❑ BPS agrees that sinks will need to be empty in order to be cleaned.
- ❑ BPS agrees to stack all classroom chairs nightly.
  - Classrooms where chairs are not stacked will only receive open floor cleaning.

Bixby Public Schools
Equipment and Supplies

BPS - Issued Equipment and Supplies:

- ❑ General purpose cleaner (Halt)
- ❑ Toilet bowl chemical (NABC)
- ❑ Stainless steel polish
- ❑ Mildew remover
- ❑ Glass cleaner (Clean by Proxy)
- ❑ Neutral floor chemical (Damp Mop)
- ❑ Ajax / Comet
- ❑ Enzymes
- ❑ Brute and Dollies
- ❑ One and/or Half yard trash carts
- ❑ Auto Scrubbers

StateWide - Issued Equipment and Supplies:

- ❑ Toilet bowl brushes
- ❑ Rags
- ❑ Scouring pads
- ❑ Caddy's
- ❑ Mop buckets
- ❑ Mop sticks
- ❑ Mop heads
- ❑ Dust mop frames
- ❑ Dust mop sticks
- ❑ Dust mop heads
- ❑ Rubber Maid restroom carts
- ❑ Upright vacuums
- ❑ Backpack vacuums
- ❑ Vacuum bags
- ❑ Wet floor signs

In consideration of StateWide completing the terms, conditions and scheduled services as described in this Service Agreement and Service Schedule, BPS agrees to pay the nightly service rate of:

$972.00	**High School Campus**
$547.00	**9th Grade Campus**
$934.00	**Middle School Campus**
$1,016.00	**Central Campus**
$970.00	**East Campus**
$965.00	**North Campus**
$1,113.00	**West Campus**
$6,517.00	**Total Nightly Rate**

After review of the terms, conditions and Service Schedule in this Service Agreement, BPS hereby agrees with the terms, conditions and Service Schedule presented to us by StateWide.

Bixby Public Schools

Date: _____

Signature: _____

Name Printed: _____

StateWide Commercial Cleaning Co.

Date: _____

Signature: _____

Name Printed: _____

Bixby Public Schools
2023-2024 Monthly Detail Cost

Month	Nightly Services	Nightly Rate	Monthly Total
August 2023	13	$6,517	$84,721
September 2023	19	$6,517	$123,823
October 2023	19	$6,517	$123,823
November 2023	17	$6,517	$110,789
December 2023	14	$6,517	$91,238
January 2024	17	$6,517	$110,789
February 2024	18	$6,517	$117,306
March 2024	15	$6,517	$97,755
April 2024	21	$6,517	$136,857
May 2024	18	$6,517	$117,306
	171	$6,517	$1,114,407

Note:
First Nightly Service is scheduled for August 14, 2023.

CLEANING SERVICES AGREEMENT

THIS CLEANING SERVICES AGREEMENT (the "Agreement") dated this 25th day of May, 2023

BETWEEN:

BIXBY PUBLIC SCHOOLS of 109 N Armstrong St, Bixby, OK 74008, USA
(the "Client")

- AND -

WE CLEAN 4 U WHIPPLE CLEANING SERVICE LLC of 19312 E 660 Rd, Tahlequah, OK 74464, USA
(the "Contractor").

BACKGROUND:

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

- WE CLEAN FOR YOU WILL PROVIDE CLEANING OF THE ATHLETIC BUILDINGS TO THE SPECS OF THE INFORMATION PACKET PROVIDED BY BIXBY SCHOOL SYSTEM.

We Clean 4 U will be responsible for working all school sponsored Tournaments

Stripping and waxing of all VCT tile

Page 1 of 6 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least 30 days' notice to the other Party.

5. In the event that either Party breaches a material provision under this Agreement, the no defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

6. This Agreement may be terminated at any time by mutual agreement of the Parties.

7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

10. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor at the rate of

11. The Compensation will be payable on a monthly basis, while this Agreement is in force.

12. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation. Reimbursement of Expenses

13. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services of this Agreement.

Confidentiality

We are Hippa certified

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

15. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. The Contractor further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Client, without the prior written consent of the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.

16. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Return of Property

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. BIXBY PUBLIC SCHOOLS
109 N Armstrong St, Bixby, OK 74008, USA

b. WE CLEAN 4 U WHIPPLE CLEANING SERVICE LLC
19312 E 660 Rd, Tahlequah, OK 74464, USA

or to such other address as any Party may from time to time notify the other.

Indemnification

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

21. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only

to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Additional Clause

22. THE YEARLY COST IS $139,000 A YEAR WITH EXTRA CLEANING OF THE FACILITIES WHEN NEEDED.

Legal Expenses

23. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action. Modification of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Inurement

28. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Oklahoma, without regard to the jurisdiction in which any action or special proceeding may be instituted. Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

34. We are an American Indian owned Tero certified company. We have over 51% American Indian owners and employees

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on 15th day day of June, 2023.

BIXBY PUBLIC SCHOOLS

Per:_____ (Seal)

WE CLEAN 4 U WHIPPLE CLEANING SERVICE LLC

Per:_____ (Seal)

Copyright 2002-2021, LegalContracts.com

Project	**Bixby Athletics Day Porter**
Project address	Athletic Buildings at Bixby Public School Bixby, OK - 74008

Submitted By:	We Clean 4-U Whipple Cleaning Service LLC 19312 E 660 E 660 Rd Tahlequah, OK 74464	Date: July1,2023

Scope of work will be cleaning the interior building.

Cleaning- Education

1. Clean as directed from the Athletic Director
2. Set up equipment and bleachers for game day
3. Be at events when needed
4. Be flexible with schedule
5. Dust mop basketball floors between games of tournaments
6. Keep walkways and trash clean during the day
7. Get trash from all sprots buildings
8. Keep paper products stocked

RESTROOMS

A. Clean & sanitize full restroom including toilets/urinals, sinks, doors,
B. Wipe clean walls as necessary
C. Empty trash/move all trash from restroom
D. All work described by Bixby handout attached

WINDOW CLEANING

1. Clean finger prints off all interior glass

Floor Care Cleaning Specifications

CARPET CARE 1.
Vacuum carpet **Hard**
floor surfaces

1. Dust mop entire floor area

2. Machine scrub or mop

PRICING PER MENTIONED SCOPE:

$3500.00 Monthly for a 10 month contract at $35,000 a year

Acceptance/ Sign-off:

Customer:	
Date	Signature**

** Customer signature verifies acceptance of the specifications and the pricing per Scope of Work**

Project	**Bixby Track and Field Facility**
Project address	New Track Building at Bixby Public School Bixby, OK - 74008

Submitted By:	We Clean 4-U Whipple Cleaning Service LLC 19312 E 660 E 660 Rd Tahlequah, OK 74464	Date: July1,2023

Scope of work will be cleaning the interior building.

Cleaning- Education

1. Clean as directed from the Athletic Director
2. Be flexible with schedule
3. Dust mop floors and mop floors
4. Keep walkways and trash clean during the day
5. Get trash from building daily
6. Keep paper products stocked

RESTROOMS

A. Clean & sanitize full restroom including toilets/urinals, sinks, doors,
B. Wipe clean walls as necessary
C. Empty trash/move all trash from restroom
D. All work described by Bixby handout attached

WINDOW CLEANING

1. Clean finger prints off all interior glass

Floor Care Cleaning Specifications

CARPET CARE 1.
Vacuum carpet **Hard**
floor surfaces

1. Dust mop entire floor area

2. Machine scrub or mop

PRICING PER MENTIONED SCOPE:

$583.33 Monthly ($29.00 a day) contract at $7,000 a year

Acceptance/ Sign-off:

Customer:	
Date	Signature**

** Customer signature verifies acceptance of the specifications and the pricing per Scope of Work**

Project	**Bixby Track and Field Facility**
Project address	Multi PurposeBuilding at Bixby Public School Bixby, OK - 74008

Submitted By:	We Clean 4-U Whipple Cleaning Service LLC 19312 E 660 E 660 Rd Tahlequah, OK 74464	Date: July1,2023

Scope of work will be cleaning the interior building.

Cleaning- Education

1. Clean as directed from the Athletic Director
2. Be flexible with schedule
3. Dust mop floors and mop floors
4. Keep walkways and trash clean during the day
5. Get trash from building daily
6. Keep paper products stocked

RESTROOMS

A. Clean & sanitize full restroom including toilets/urinals, sinks, doors,
B. Wipe clean walls as necessary
C. Empty trash/move all trash from restroom
D. All work described by Bixby handout attached

WINDOW CLEANING

1. Clean finger prints off all interior glass

Floor Care Cleaning Specifications

CARPET CARE 1.
Vacuum carpet **Hard**
floor surfaces

1. Dust mop entire floor area

2. Machine scrub or mop

PRICING PER MENTIONED SCOPE:

$333.33 Monthly ($16.66 a day) contract at $4,000 a year

Acceptance/ Sign-off:

Customer:	
Date	Signature**

** Customer signature verifies acceptance of the specifications and the pricing per Scope of Work**

KONE Care™

6/5/2023

Bixby Public Schools
109 N Armstrong St
Bixby, OK 74008

KONE Inc.
2341 W Albany St, Ste G
Broken Arrow, OK 74012
Tel (918) 804-6028
www.kone.com
john.hintz@kone.com

RE: KONE Contract # 41976612 ADDENDUM
Effective : 7/1/2023

KONE will change records to reflect the extension of the maintenance agreement as listed below:

- Effective 7/1/2023-6/30/2024, maintenance agreement between Bixby Public Schools and KONE will extended for an additional year for $1,909.00/month.

Our total price to perform the above-mentioned maintenance amounts to: $1,909.00/month.

All other terms and conditions of the maintenance contract number 41976612 between Bixby Public Schools and KONE are to remain unchanged.

To approve, please sign and return to my office. Please contact me at (918) 804-6028 with your questions.

ACCEPTED BY:

Bixby Public Schools

Signature: _____

Print: _____

Date: _____

ACCEPTED BY:

KONE

Signature: _____

Print: _____

Date: _____

American Waste Control, Inc.

Conserving our environment, one customer at a time.

COLLECTION · RECYCLE · DISPOSAL

1420 W. 35th St. Tulsa, OK 74107

Extension of Contracted Services

This will serve as a one (1) year extension of the existing Service Agreement between Bixby Public Schools and American Waste Control, Inc., of Tulsa. This document extends the exclusive waste collection and single stream recycling services contract that currently exists between the two parties, for the period of July 1, 2023 through June 30th 2024.

All other terms of the original Service Agreement between the Bixby Public Schools and American Waste Control, Inc. shall remain in full force.

The standard monthly service rate for service will increase 3% for the 2023 – 2024 school year. The cost for extra dumps on containers will remain unchanged as well at $36.00 for 4 cu yd. containers and $43.00 for 8 cu yd. containers. Additional containers may be added as needed at the same rates as current services.

Temporary roll off containers can be ordered as needed at the guaranteed following rates:
20 cu yd. containers - $2.00 per day lease & $335.00 per haul
30 cu yd. containers - $2.00 per day lease & $355.00 per haul.

The undersigned agree to this one (1) year contract extension as set forth above.

Bixby Public Schools	American Waste Control, Inc.
_____	___Troy Squyres_____
Printed Name	Printed Name
_____	Troy Squyres
Signature	Signature
_____	___6/6/2023_____
Date	Date

TRUGREEN COMMERCIAL

Darrell Brown

,

Phone: (405) 361-2538

Customer Information

BILL TO:

BIXBY PUBLIC SCHOOLS-SCHOOL SITES
109 N ARMSTRONG ST
BIXBY, OK 74008
USA
Phone: (918) 366-2385

SERVICE LOCATION:

BPS-BIXBY WEST
601 S RIVERVIEW DR
BIXBY, OK 74008
USA
Phone: (918) 366-2385

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
BPS-BIXBY WEST	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	$1,436.68
BPS-BIXBY WEST	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$718.34
BPS-BIXBY WEST	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$1,436.68
BPS-CENTRAL ELEMENTARY	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	$904.18
BPS-CENTRAL ELEMENTARY	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$452.09
BPS-CENTRAL ELEMENTARY	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$904.18
BPS-CENTRAL INTERMEDIATE	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	$465.40
BPS-CENTRAL INTERMEDIATE	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$232.70
BPS-CENTRAL INTERMEDIATE	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$465.40
BPS-EAST	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	$625.15
BPS-EAST	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$312.57
BPS-EAST	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$625.15

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BPS-HIGH SCHOOL	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	$698.64
BPS-HIGH SCHOOL	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$349.32
BPS-HIGH SCHOOL	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$698.64
BPS-MIDDLE SCHOOL	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	$695.44
BPS-MIDDLE SCHOOL	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$316.31
BPS-MIDDLE SCHOOL	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$695.44
BPS-NINTH GRADE CENTER	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	$186.37
BPS-NINTH GRADE CENTER	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$93.18
BPS-NINTH GRADE CENTER	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$186.37
BPS-NORTH	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	$1,414.32
BPS-NORTH	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$730.59
BPS-NORTH	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$1,414.32
BPS-SPORTS COMPLEX'S	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	$1,284.39
BPS-SPORTS COMPLEX'S	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$623.03
BPS-SPORTS COMPLEX'S	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	$1,284.39

Subtotal: $19,249.27
Total Sales Tax Amount: $0.00
Grand Total: $19,249.27

Description: FY 23-24

Standard Terms and Conditions

1. Term. The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. Price Increases. Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30)

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days. A service charge of $25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.

4. Check processing policy ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. Termination. In the case of your non-payment or default. TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. No Warranties. Except as expressly set forth in this Agreement. TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party: provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details

16. Authorization to provide Service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER. THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____

REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____

AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____

AUTHORIZED AGENT/CUSTOMER

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JARVIS
INCORPORATED

Bixby Public Schools
Security Patrol Proposal

06/07/2023

Prepared For:

Gabe Hayes
Bixby Public Schools
109 N Armstrong Street
Bixby, OK 74008

7130 S Lewis Ave, Suite 310 • Tulsa, OK 74136 • (918) 437-1100 • Fax (918) 437-1191 •
www.jarvisinternational.com

CORPORATE INTRODUCTION

Jarvis Incorporated, formerly Jarvis International Intelligence is an internationally recognized leader in clandestine tradecraft, technical intelligence operations and custom-tailored training solutions. For over 30 years, Ray Jarvis, President of the Company and former U.S. Marine Counter Intelligence Officer has driven our team during the support of countless customers with the Department of Defense, the Intelligence Agencies, State and Federal Law Enforcement, and a variety of public and private enterprises for allied nations. Jarvis Inc. has provided training in technical espionage, surreptitious entry, breaching, CQB, EOD, IED and WMD training.

Due to the success of the training academy, Mr. Jarvis, was able to expand the company in additional areas of security services. Those areas include security guard services, investigations, technical surveillance countermeasures services, camera installations, and manufacturing of a small line of specialized security equipment.

As of September 1st, 2020, Mr. Jarvis decided to sell Jarvis Inc. to VP and Shareholder Stephen Stimson. Stephen had been running and overseeing security and investigative operations for over 9 years and will continue, as he always has, to provide the best possible service and solutions for our current and future clients.

Jarvis Incorporated prides itself on hiring our country's veterans and ensuring that our clients always receive the most professional service in the industry.

Jarvis Incorporated is a Certified Service Disabled-Veteran Owned Small Business

Stephen Stimson, President
918-437-1100
sstimson@jarvisinternational.com

MANAGEMENT APPROACH

Stephen Stimson is the President and owner of Jarvis Inc. Mr. Stimson has the task of overseeing operations with direct involvement in day-to-day operations and client satisfaction. Mr. Stimson is a veteran of the U.S. Marine Corps. During his tenure in the Marines, Mr. Stimson protected nuclear weapons operating as both top tier access control for weapons storage areas and as a quick reaction force to defend against theft or deployment of those weapons. Since departing the Marines with an honorable discharge in 2005, Mr. Stimson enrolled in college, eventually earning his bachelor's degree in criminal justice and management while working as a private investigator. Mr. Stimson was hired at Jarvis Inc. in August 2012 and has been in charge of the security and investigation divisions since then.

With Jarvis you receive excellent management and communications. Our main priority is to ensure that we are exceeding expectations by communicating with our clients on a frequent basis. If issues arise, we work together with the client on what needs to be accomplished and quickly resolve those issues. Our company policy is to always respond quickly to emails and calls and do our very best to ensure a resolution/response is received by the end of the business day.

PERSONNEL SELECTION PROCESS

The management at Jarvis Inc. has an above industry standard when selecting security officers. Each employee must go through the following steps prior to being hired at Jarvis. In addition to our process, we follow all federal and state laws pertaining to employment of personnel.

1. Strict applicant interviews that include questions on incident scenarios/responses
2. Reference check/past employer verification
3. Past training verification
4. Active CLEET license with no CLEET infractions verification
5. National Comprehensive Background check
6. Active Warrant check
7. Drug Test both intro and random during course of employment
8. Motor Vehicle Report for those driving company vehicles
9. Typing Test for employees required to use computers

Once employment has been offered and accepted, we place the employee through all required training programs and site on-the-job training.

Our employees are not only trained with our values and procedures, but to our client's as well. We develop a sturdy rapport with every employee so that they can always communicate all pros and cons and voice their opinions on what may improve efficiency and moral. We have seen through these efforts it has not only increased longevity in employee's tenure, but also a sense of company camaraderie.

TRAINING PROGRAMS

Training is a key part of ensuring our clients are receiving qualified security officers. Each of our security officers are required to meet all State of Oklahoma C.L.E.E.T. requirements. These requirements are Phase I, II, & (IV if armed) Security Officer Training prior to licensing. The license lasts three years before renewal in which the employee must complete a minimum of eight hours of CLEET approved continuing education. Our training academy currently offers numerous CLEET approved classes that are free of charge to our employees. We also make some of the courses mandatory requirements based on post responsibilities and rank.

We currently have one conference room, and two large classrooms capable of instructing up to 20 students in each room at our Academy. Each student receives a certificate of completion and a copy is provided to CLEET for state required training hours.

We can also provide corporate level training such as active shooter, workplace violence, terrorism awareness, safety and security procedures, as well as custom build courses. We have a vast number of contractors/employees that are currently law enforcement and military that can teach a variety of training. We can also aid in getting departments and agencies to come in and train staff and tenants.

ADDITIONAL SERVICES PROVIDED

- Private Investigations to include intellectual property, workers compensation claims, employee theft, embezzlement, oil theft, etc.
- Technical Surveillance Countermeasure sweeps (eavesdropping device sweeps)
- Camera Installations & Service
- Executive Protection/Hostile employee termination security
- Corporate Security Training

COST PROPOSAL

Included in the section are our bid prices, contract pricing options, and invoicing procedures for providing services. We do not charge overtime on any of the guard's hours. Jarvis Inc. assigns floating personnel & part time personnel to mitigate overtime where needed. Jarvis Inc. is insured above industry standards and can modify coverage based on client's needs.

Provide Un-Armed CLEET licensed Security Officer for six hours per night/7 days per week including holidays to monitor and respond to nine (9) Bixby Public School locations from Midnight to 6 am. Officer will patrol from Jarvis Security marked vehicle. There is an increased cost due to higher fuel prices.

Cost:

1) **Price: $25.84 per hour/$38.76 per hour on recognized holidays.**

2) **Our recognized holidays are New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas Day.**

3) **1 Year Contract from July 1, 2023 to June 30, 2024**

4) **NOTE: Over the course of the last two years conducting this patrol we averaged an alarm calls per night and typically 1-3 doors not secured per week.**

Example of typical patrol duties, but can be modified to customer requests.

- **Remain vigilant for unauthorized activity**
- **Identify/Record Trespassers**
- **Check doors to ensure secure**
- **Detect/Report Security Deficiencies (lighting, etc.)**
- **Provide daily security/activity reports**
- **Notify point of contact in case of issues/emergencies**
- **Notify police if necessary**
- **Provide an incident report when one occurs**

REFERENCES

- Carl Vincent
  Property Manager
  City Plex Towers
  918-493-8470

- Jim Heigl
  Facilities Manager
  Dish Network

918-477-6726

Additional references are available upon request.

CLOSING STATEMENTS

Mr. Hayes,

We appreciate the opportunity to provide you with this proposal to continue the security patrol of Bixby Public Schools. Should you have any questions please do not hesitate to contact me.

Very respectfully,

Stephen Stimson

President
Jarvis Incorporated
(918)437-1100 Office
(918)437-1191 fax
(918)232-8995 Cell
sstimson@jarvisinternational.com
Visit our website at: www.JarvisInternational.com

Jarvis, Inc. is a Service-Disabled Veteran Owned Small Business.

P.O. Box 521
Jenks, OK 74037
Ph: 918.973.2330
www.thetunnelrat.com

Service Contract for 2023-2024

Bixby Public Schools
109 N. Armstrong St.
Bixby, OK 74008

Attn: Adrienne Malone

Mole & Gopher Extermination: Monthly charge remains the same as current - $1592.00/month

Thank you!

Dara Harwood
The Tunnel Rat
918-973-2330

West Media

Title of Book	Author	Date Published	Reason for Deaccessioning	Acquisition Date	Price
The Garden Path	Tobin, Paul,	2020	1. Poor physical condition	4/11/2022	$8.00
I survived the Battle of D-Day, 1944, #16	Tarshis, Lauren.	2019	1. Poor physical condition	4/11/22	$5.00
Me I am!	Prelutsky, Jack.	2007	4. No longer aligned with BPS community standards	CI Transfer	$16.00
Weird but true! Canada : 300 outrageous facts about the true North.		2018	1. Poor physical condition	6/8/2020	$14.21
Polar bear vs. walrus	Downs, Kieran.	2022	1. Poor physical condition	4/21/22	$24.00
A very busy firehouse	Sweeney, Alyse.	2007	1. Poor physical condition	4/14/2008	$16.50
The super side-quest test!	Flintham, Thomas.	2019	1. Poor physical condition	11/13/2020	$5.00
Weird but true! Gross : 300 slimy, sticky, and smelly facts.	NG	2016	1. Poor physical condition	6/8/2020	$14.21
The witches : the graphic novel	Bagieu, Penelope,	2020	4. No longer aligned with BPS community standards	1/29/2021	$19.57
The adventures of Captain Underpants : an epic novel	Pilkey, Dav, 1966-	1997	1. Poor physical condition	CI Transfer	$9.99
Biscuit	Capucilli, Alyssa Satin, 1957-	1996	1. Poor physical condition	6/8/2020	$10.91
Dragsters	Rogers, Marie, 1990-	2022	1. Poor physical condition	3/7/2022	$17.75
Hot rods	Rogers, Marie, 1990-	2022	1. Poor physical condition	3/7/2022	$17.75
Into the wild	Hunter, Erin.	2015	1. Poor physical condition	CI Transfer	$3.00
Polar bear vs. grizzly bear	Pallotta, Jerry.	2016	1. Poor physical condition	5/19/2021	$10.66
Sheep	Culliford, Amy, 1992-	2021	1. Poor physical condition	9/23/2021	$14.00
Star wars. First Order villains	Siglain, Michael.	2019	1. Poor physical condition	9/23/2021	$12.00
The story of the New Orleans Saints	Whiting, Jim, 1943-	2021	1. Poor physical condition	3/7/2022	$20.21
Tales from a not-so-graceful ice princess	Russell, Rachel Renee.	2012	1. Poor physical condition	6/8/2020	$16.81
Airplanes	Amoroso, Cynthia,	2014	1. Poor physical condition	9/28/2020	$19.00
Captain Underpants and the wrath of the wicked Wedgie Woman : the fifth	Pilkey, Dav, 1966-	2001	1. Poor physical condition	CI Transfer	$12.00
Garbage trucks	Alinas, Mary.	2014	1. Poor physical condition	10/13/2020	$18.00
Polar bear vs. walrus	Downs, Kieran.	2022	1. Poor physical condition	4/21/2022	$24.00
A very busy firehouse	Sweeney, Alyse.	2007	1. Poor physical condition	CI Transfer	$16.50
Otter : hello, sea friends!	Garton, Sam.	2016	1. Poor physical condition	6/8/2020	$10.91
Dog Man. For whom the ball rolls	Pilkey, Dav, 1966-	2019	1. Poor physical condition	CI Transfer	$12.99
Duck, duck, dinosaur. Snowy surprise	George, K. (Kallie), 1983-	2017	1. Poor physical condition	6/8/2020	$11.00
How eagles and other birds attack!	Harris, Tim (Ornithologist)	2021	1. Poor physical condition	9/14/2022	$17.16
The last kids on Earth and the cosmic b	Brallier, Max.	2018	1. Poor physical condition	CI Transfer	$10.00
Lego Ninjago masters of Spinjitzu offici	Farshtey, Greg,	2011	1. Poor physical condition	12/9/2020	$8.00
The naughty kitten	Harrison, Paula.	2019	1. Poor physical condition	6/27/2022	$14.00
Pets	Kelly, Erin Suzanne, 1965-	2021	1. Poor physical condition	9/14/2022	$13.28
Refugee	Gratz, Alan, 1972-	2017	1. Poor physical condition	CI Transfer	$15.00
Titanic	Adams, Simon.	1999	1. Poor physical condition	CI Transfer	$15.29
The outsiders	Hinton, S. E.	1997	4. No longer aligned with BPS community standards	CI Transfer	$14.61
Positively Izzy	Libenson, Terri.	2018	4. No longer aligned with BPS community standards	1/13/2023	$10.00
Share your smile : Raina's guide to telli	Telgemeier, Raina,	2019	4. No longer aligned with BPS community standards	6/8/2020	$11.37
This is not a drill	Holt, K. A.	2022	4. No longer aligned with BPS community standards	1/9/2023	$16.65
Magic Tree House #8 Midnight on the Moon	Osborne, Mary	2020	1. Poor physical condition	6/8/2020	$13.86
Dogman and Cat Kid	Pilkey, Dave	2018	1. Poor physical condition	6/8/2020	$14.01
Positively Issy	Libenson, Terri.	2018	1. Poor physical condition	10/2021	$8.99
Dog Man. A tale of two kitties	Pilkey, Dav, 1966-	2017	1. Poor physical condition	Transfer from CI	9.99
FGTeeV saves the world!	by FGTeeV ; illustrated by Migi	2022	1. Poor physical condition	1/9/2023	19.47
Sun	Rau, Dana Meachen, 1971-	2003	1. Poor physical condition	CI Transfer	21.26
					$612.93
13 Chromebooks					
nxef2aa0026410985B7600 -SC dispose					
nxef2aa002708197977600 -SC dispose					
nxef2aa00265013a99760 -SC dispose					
nxef2aa00265013a13976 -SC dispose					
nxef2aa00265013aa74600 -SC dispose					
nxef2aa00265013be27600 -SC dispose					
nxef2aa0265013c177600 -SC dispose					
nxef2aa00265013ba87600 -SC dispose					
5CD00986DY -West dispose					
NXEF2AA00265013BD97600 - SC dispose					
NXEF2AA00265013BD57600 - SC dispose					
NXEF2AA0027070A5897600 - SC dispose					
NXEF2AA00265013BC37600 -SC Dispose					
Chargers					
3170000050291 - West Dispose - port broken off					

Title of Book	Author	Date Published	Reason for Deaccessioning
Mother Teresa in her own words	Mother Teresa	1997	7. Low circulation (zero checkouts in last 4 years)
Ox-Cart Man	Donald Hall	1979	7. Low circulation (zero checkouts in last 4 years)
Hey, New Kid	Besty Duffey	1996	7. Low circulation (zero checkouts in last 4 years)
Captain underpants and the attack of the taling toilet	Dave Pilkey	1999	1. Poor physical condition (spine isn't keeping pages in, tape isn't holding book together)
Fly Guy Ride Ride	Tedd Arnold	2012	1. Poor physical condition (student spilled water in book, tape not holding book together)
Ninja, Go! (Lego ninjago)	Julia March	2015	1. Poor physical condition (pages are stuck together)
Dog man Unleashed	Dave Pilkey	2017	1. Poor physical condition (pages are stuck together, spine is falling part)
Jumping Spiders	Cooper		1. Poor physical condition (pages are stuck together, mold growing in the book)
Diary of a Wimpy Kid The Ugly Truth	Jeff Kinney	2010	1. Poor physical condition (spine and book cover are missing
Ladybug Girl and the Best Ever Playdate	David Soman	2015	1. Poor physical condition (pages are wet and dried worpt, book wont shut all the way)
Dogs Rule	Daniel Kirk	2003	1. Poor physical condition (book cover coming apart, pages taped together)
Pete the Cat and the bedtime blues	Dean	2015	1. Poor physical condition (pages are stuck together, mold growing in the book)
Big Cats	Bobbie Kalman	1970	
Pig the Stinker	Aaron Blabey		1. Poor physical condition (pages are stuck together, mold growing in the book)
Year in sports 2019	Scholastic	2018	1. Poor physical condition (book cover coming apart, pages taped together)
Big Cats	Kalman	1947	
making Genius	Scholastic	2018	1. Poor physical condition (book cover coming apart, pages taped together)
Dog Man and Cat Kid	Pilkey	2018	1. Poor physical condition (book cover coming apart, pages taped together)
Who would win jaguar vs. skunk	pallotta	2017	1. Poor physical condtion (multiple pages ripped out)
I survived 5 epic disasteres	tarshis	2014	1. Poor physical condition (book cover coming apart, pages taped together)
WHo would win Battle Royale	pallotta		1. Poor physical condtion (multiple pages ripped out)
Beware the Dark Side- Star Wars	Beecroft		1. Poor physical condition (book cover coming apart, pages taped together)
Summer of Monkeys	WILSON RAWLS	1971	7. Low circulation (zero checkouts in last 4 years)
I Survived The Destruction of Pompeii	Lauren Tarshis	2014	1. Poor physical condition (student colored in words)
Grasshopper on the road	Lobel	1978	7. Low circulation (zero checkouts in last 4 years)
Arthur's Loose Tooth	Lillian Hoban	1985	7. Low circulation (zero checkouts in last 4 years)
Tales for the perfect child	Florence Heide	1985	7. Low circulation (zero checkouts in last 4 years)
Arnold Ducks	Mordicai Gerstein	1983	
What was D-Day	Patricia Demuth	2015	1. Poor physical condition (book cover coming apart, pages taped together)

Shoeshine Girl	Clyde Bulla	1975	7. Low circulation (zero checkouts in last 4 years)
Discover Bugs			1. Poor physical condition (wet pages)
Goldilocks and the three dinosaurs	Mo Willems		1. Poor physical condition (book cover coming apart, pages taped together)
I SPY	Jean Marzollo	1998	1. Poor physical condition (wet pages)
Nanobots	Chris Gall	2016	
Dog man Unleashed	Dav Pilkey		1. Poor physical condition (book cover coming apart, pages taped together)
Dog Man From who the ball rolls	Dav Pilkey		1. Poor physical condition (book cover coming apart, pages taped together)
From the Mixed-Up Files of Mrs. Basil	E.L. Konigsburg	1967	7. Low circulation (zero checkouts in last 4 years)
Taking Care of Curruthers	James Marshall	1981	7. Low circulation (zero checkouts in last 4 years)
Anastasia Again	Lois Lowry	1981	7. Low circulation (zero checkouts in last 4 years)
The Cricket in Time Square	George Selden	1960	7. Low circulation (zero checkouts in last 4 years)
The Pennywhistle Tree	Doris Smith	1991	7. Low circulation (zero checkouts in last 4 years)
Misty of Chincoteague	Marguerite Henry	1947	7. Low circulation (zero checkouts in last 4 years)
Caleb's Story	MacLachlan	2001	7. Low circulation (zero checkouts in last 4 years)
Homer Price	Robert McCloskey	1971	7. Low circulation (zero checkouts in last 4 years)
How to Survive the third Grade	Laurie Lawlor	1988	7. Low circulation (zero checkouts in last 4 years)
Norby	Janet Asimov	1983	7. Low circulation (zero checkouts in last 4 years)
Anastasia Ask Your Analyst	Lois Lowry	1984	7. Low circulation (zero checkouts in last 4 years)
Zucchini	Baarbara Dana	1982	7. Low circulation (zero checkouts in last 4 years)
Man From the Sky	Avi	1980	7. Low circulation (zero checkouts in last 4 years)
Living Skills Series: 5 books in total	Joy Berry	1987	7. Low circulation (zero checkouts in last 4 years)
Journey Cake Ho!	Ruth Sawyer	1953	7. Low circulation (zero checkouts in last 4 years)
Three Tall Tales	Jamses Reeves	1964	7. Low circulation (zero checkouts in last 4 years)
Uglypuss	CAroline Gregoire	1993	7. Low circulation (zero checkouts in last 4 years)
Indian Sign Language	Gray Wolf	1956	7. Low circulation (zero checkouts in last 4 years)
raven	gerald mcdermott	1993	7. Low circulation (zero checkouts in last 4 years)
Tops and Bottoms	Janet Steven	1995	7. Low circulation (zero checkouts in last 4 years)
hornet vs wasp	jerry pallotta	2013	1. Poor physical condition (wet pages)
luke skywalkers amazing story	simon beecroft	2009	1. Poor physical condition (wet pages/ mold)
There was a place and others poems	Myra Livingston	1988	7. Low circulation (zero checkouts in last 4 years)
america the beautiful	robert krase	1972	7. Low circulation (zero checkouts in last 4 years)
captain james cook	ruth harley	1979	7. Low circulation (zero checkouts in last 4 years)
christopher columbus	troll associates	1985	7. Low circulation (zero checkouts in last 4 years)
Pippi Longstocking	Astrid Lindgren	1950	1.Poor Physical Condition
Norby and the Oldest Dragon	Janet Asimov	1990	1.Poor Physical Condition
The House at Pooh Corner	AA Milne	1961	1.Poor Physical Condition
Jefferys Ghost	David Adler	1987	7. Low circulation (zero checkouts in last 4 years)
The Stories Julian Tells	Ann Cameron	1981	7. Low circulation (zero checkouts in last 4 years)
The Winged Colt of Casa Mia	Betsy Byars	1973	7. Low circulation (zero checkouts in last 4 years)
Charlotte's Web	EB White	1952	1.Poor Physical Condition
Mrs. Frosby and the Rats of Nimh	Robert O'Brien	1971	7. Low circulation (zero checkouts in last 4 years)
Harry Potter and the Deathly hallows	JK Rowling	2007	1.Poor Physical Condition
Harry Potter and the Order of the Phoenix	JK Rowling	2003	1.Poor Physical Condition

The Tailor of Gloucester	Beatrix Potter	1973	7. Low circulation (zero checkouts in last 4 years)
Wheels	Shirley Hughes	1991	7. Low circulation (zero checkouts in last 4 years)
Dog Man and Cat Kid	Dave Pilkey		1.Poor Physical Condition
Dog Man Brawl of the wild	Dave Pilkey		1.Poor Physical Condition
Who is Derek Jeter	Cail herman	2015	1.Poor Physical Condition
the little butterfly that could	ross brauch	2021	1.Poor Physical Condition
Suprise Puppy	Judith Walker	1998	1.Poor Physical Condition
Your Child Your School	Tom and Harold Sobol	1987	7. Low circulation (zero checkouts in last 4 years)
Before you can discipline	Robert Debruyn	1985	7. Low circulation (zero checkouts in last 4 years)
expanding student assessment	vito perrone	1991	7. Low circulation (zero checkouts in last 4 years)
the at-risk student	evelyn hun ogden	1988	7. Low circulation (zero checkouts in last 4 years)
Paul Bunyan	Nanci Lynman	1980	7. Low circulation (zero checkouts in last 4 years)
The Crab that played with the sea	rudyard kipling	1982	7. Low circulation (zero checkouts in last 4 years)
how the lepard got his spots	rudyard kipling	1985	7. Low circulation (zero checkouts in last 4 years)
working wiht parents	NS PR A	1968	7. Low circulation (zero checkouts in last 4 years)
Frog went a-courtin	john langstaff	1955	7. Low circulation (zero checkouts in last 4 years)
the story of the star-spangled banner	natalie miller	1965	7. Low circulation (zero checkouts in last 4 years)
the cat that walked by himself	rudyard kipling	1982	7. Low circulation (zero checkouts in last 4 years)

ELA and World Languages Surplus 2022-23

Textbook Title	ISBN	No. Of Resources	Type
Bien Dit French 1	978-0-547-95180-5	113	Stude...
Bien dit cohier doctines French 3	978-0-03-092037-0	47	Stude...
Bien Dit! cahier d'activites Level 1	978-0-03-079721-7	13	Stude...
Bien Dit! cahier d'activites Level 1	978-0-03-079718-7	47	Stude...
Bien Dit! Level 1	978-0-547-87179-0	73	Stude...
Bien Dit! cahier d'activites Level 2	978-0-03-088247-0	38	Stude...
Bien Dit! cahier d'activites Level 2	978-0-03-088245-6	28	Stude...
Auténtico Level 1	978-03-2893437-9	45	Stude...
Auténtico Level 2	978-0-328-93438-6	258	Stude...
Auténtico Level 3	978-0328-93439-3	73	Stude...
Realidades Level 4	978-0133-19968-0	2	Stude...
Auténtico Level 1	978-0328-92378	72	Stude...
Auténtico Level 1	978-0-328-923748	47	Stude...
Auténtico Level 1	978-0-328-92398-4	4	Stude...
Auténtico Level 1	978-0395-873519	1	Stude...
Auténtico Level 1	978-0395-873502	1	Stude...
Auténtico Level 1	9780-6694-56899	1	Stude...
Auténtico Level 2	978-0328-923755	281	Stude...
Auténtico Level 2 Volume 2	978-0-13-330300-1	101	Stude...
Auténtico Level 3	978-0328-923762	130	Stude...
Realidades Level 4	978-0-13320210-6	4	Stude...
Auténtico Literacy Skills Level 3	978-0-328-92395-3	1	Stude...
Auténtico Literacy Skills AB12	978-0328-92394-6	1	Stude...
Auténtico	978-013-320205-2	1	Stude...
Realidades Level 4	978-013330299-8	1	Stude...
Realidades Level 4	978-0328-92397-7	1	Stude...
Califone 3130 Cassette recorder	serial # KC15077		Other

ELA and World Languages Surplus 2022-23

Textbook Title	ISBN	No. Of Resources	Type
Califone 3130AV Cassette Recorc	serial # EE660189		Other
Califone 3130AV Cassette Recorc	serial # EE660185		Other
Califone 3130AV Cassette Recorc	serial # GC872310		Other
Audiotronics Cassette 244	serial # 477582		Other
Aiwa Compact CD/Cassette	CSDTD21U		Other
Califone Sterio.Radio/Cassette/C	cad0512		Other

East

Title	Author	Date Published	Reason for Deaccessioning
Miniature Schnauzer	Wilson, Jeanette	2018	sending to middle school; better for older readers due to text complexity
Boxer	Clark, Laura	2018	sending to middle school; better for older readers due to text complexity
Labrador Retriever	Britton, Ann	2018	sending to middle school; better for older readers due to text complexity
German Shepherd	Ward, Gill	2018	sending to middle school; better for older readers due to text complexity
Shih Tzu	Lord, Pat	2018	sending to middle school; better for older readers due to text complexity
Yorkshire Terrier	James, Michael	2018	sending to middle school; better for older readers due to text complexity
Cavalier King Charles Spaniel	Koster, Lucy	2018	sending to middle school; better for older readers due to text complexity
Dachshund	Lowe, Jennifer	2018	sending to middle school; better for older readers due to text complexity
Golden Retriever	Burns, Matthew	2018	sending to middle school; better for older readers due to text complexity
Pug	Williams, Ellen	2018	sending to middle school; better for older readers due to text complexity
Siberian Husky	Lockwood, Robert	2018	sending to middle school; better for older readers due to text complexity
French Bulldog	Watson, Jennifer	2018	sending to middle school; better for older readers due to text complexity
Beagle	Porter, Diana	2018	sending to middle school; better for older readers due to text complexity
Poodle	Bayliss, Rebecca	2018	sending to middle school; better for older readers due to text complexity
Rottweiler	Johnson, Julie	2018	sending to middle school; better for older readers due to text complexity
Chihuahua	Davies, Christine	2018	sending to middle school; better for older readers due to text complexity
Bulldog	Stephenson, Beverly	2018	sending to middle school; better for older readers due to text complexity
Cocker Spaniel	Simmonds, Jane	2018	sending to middle school; better for older readers due to text complexity
Undefeated: Jim Thorpe and the Carlisle Indian School Football Team	Sheinkin, Steve	2017	sending to middle school; better for older readers due to text complexity

GOOGLE @ BPS

Sherry McIntyre <smcintyre@bixbyps.org>

Fwd: Surplus

1 message

Kate Creekmore <kcreekmore@bixbyps.org> Wed, May 24, 2023 at 12:58 PM
To: Sherry McIntyre <smcintyre@bixbyps.org>

Can we add this to the next BOE meeting for surplus?

BIXBY Home of the Spartans ATHLETICS DEPARTMENT

Kate Creekmore
Executive Director of Athletics
Bixby Public Schools
UNDER ARMOUR
918.366.2226 - p
918.366.2267 - f

---------- Forwarded message ---------
From: **Christa Montgomery** <cmontgomery@bixbyps.org>
Date: Tue, May 23, 2023 at 9:57 AM
Subject: Re: Surplus
To: Kate Creekmore <kcreekmore@bixbyps.org>

Chattanooga Intelect legend combo unit 4C: Serial No. 1374
Sonicator Plus 940: ultrasound and muscle stimulator: model ME940, Serial number: 201312CJ0666, Manufactured: 12/2013

Thanks!

Certified Athletic Trainer

BIXBY
Home of the Spartans
Christa Montgomery
MAT, LAT, ATC, CES
(405) 584-3974
cmontgomery@bixbyps.org
607 S Bryan Ave Dr
Bixby, OK 74008

On Tue, May 23, 2023 at 9:51 AM Kate Creekmore <kcreekmore@bixbyps.org> wrote:

> Email me any serial numbers brand names etc and I'll have e Sherry put it on the BOE agenda
>
> On May 23, 2023, at 9:34 AM, Christa Montgomery <cmontgomery@bixbyps.org> wrote:
>
> I have two old E-Stim units that were deemed unrepairable. I need to surplus these to get them out of here! What does the process look like to do this?
>
> Thanks!

MEMO

Date: 6/6/23
To: Rob Miller
From: Gabe Hayes
Subject: Surplus Furniture

I am requesting to have the following Furniture declared surplus:

	Student Desk	Student Chairs	Tables	Teacher Desk	Teacher Chairs
NI	827	626	37	51	51
NE	466	1330	148	56	56
Total	**1293**	**1956**	**185**	**107**	**107**

This furniture is in poor condition and being removed to make room for new furniture purchased as a bond project.

Thank you,

GH

Surplus Items from High School Media Center

Dates: 2/7/2023 - 6/6/2023

Contact Person: Dr. Heidi Jenkins (x2273)

Equipment	Quantity
Elmo Projector	1
DVD Player	4
TV/VCR Combo Sharp: Model : 13VT-K100.	1
VCR	6
VCR/DVD Player	3
LCD Projector	1
Miscellaneous	
Laptop Receiver	3
Magazine boxes	50
The Fabulous 60s (DVD set)	4
The history of rock 'n' roll (DVD set)	5
Remotes	4
Books	**328**
100 novel ways with book reports	
A court of frost and starlight	
A court of mist and fury	
A court of thorns and roses	
A court of wings and ruin	
A dusk of Demons	
A passion for danger : Nansen's Arctic adventures	
A time for dancing : a novel	
A time for dancing : a novel	
A tour on the prairies.	
A treasury of the world's great speeches, each speech prefaced with its dramatic and biographical setting and placed in its full historical perspectiv	
Accident	
Advancement of learning: Novum organum: New Atlantis: volume 30	
Adventures with the heroes.	
Aeschylus-Sophocles-Euripides-Asistophanes: volume 5	
Airlift! : the story of the Military Airlift Command	
Alfred Hitchcock	
Amazing Gracie	
American sculpture in process, 1930-1970	
American State Papers-Federalist-J. S. Mill: volume 43	
America's most haunted places	
An inquiry into the nature and causes of the wealth of nations: volume 39	
And this is Laura	
Arctic journey : paintings, sketches, and reminiscences of a vanishing world	
Aristotle: volume 2	
Astrophysics for people in a hurry	
Auf einer Harley Davidson möchte ich sterben : Didaktisierungsvorschlag	
Babe Ruth	
Baseball's wacky players	
Batman : year one	

Battleground: The United States Army in World War II illus. with photographs	
Born to run : the Bruce Springsteen story	
But I'll be back again : an album	
Capitalism : opposing viewpoints	
Capitalism : the unknown ideal	
Catching fire	
Celebrate the morning.	
Celebrate the morning.	
Challenger : a major malfunction	
Charcoal & pastel	
Cherokee tragedy	
Collidescope	
Columbus in the New World.	
Computers for twenty-first century educators	
Cooking the Italian way	
Coping with schizophrenia	
Costume and fashion in color, 1760-1920.	
Costume throughout the ages.	
Cruise of the Cachalot	
Darwin: volume 49	
Das Kapital a critique of Political economy edited by Freidrich Engels. Condensed for modern readers by Serge L. Levitsky	
Day of infamy.	
Dead birds singing	
Descartes -- Spinoza: volume 31	
Dostoevsky: volume 52	
Dry	
Duke, the life and times of John Wayne	
Durango Street	
Durango Street	
Easy gourmet cooking: for young people and beginners	
Egyptian art in the days of the pharaohs, 3100-320 BC	
Eldest	
Empty world	
English and American folk music	
Eragon	
Ethan Frome	
Ethan Frome	
Eucid-Archimedes-Apollonius of Perga-Nicomachus: volume 11	
Every time a rainbow dies	
Face at the edge of the world	
Familiar quotations; a collection of passages, phrases, and proverbs traced to their sources in ancient and modern literature,	
Familiar quotations; a collection of passages, phrases, and proverbs traced to their sources in ancient and modern literature.	
Family : the ties that bind-- and gag!	
Famous air force bombers	
Famous Air Force fighters	
Famous navy attack planes	
Faust: Parts one and two: volume 47	
Final warning : the legacy of Chernobyl	
Floating illusions	
Fortress : a history of military defence	
France,	
Freud: volume 54	
Fun with figures.	
Game over	
Gargantua and Pantagruel	
Gateway to the great books / : Volume 7: Man and society	
Gateway to the Great Books : volume 3 Imaginative literature	

Gateway to the Great Books: Introduction syntopical guide	
Gateway to the Great Books: Volume 10 Philosophical essays	
Gateway to the Great Books: Volume 2 imaginative literature	
Gateway to the Great Books: Volume 4 imaginative literature	
Gateway to the Great Books: volume 6 man and society	
Gateway to the Great Books: Volume 8 Natural Science	
Gateway to the Great Books: Volume 9 Mathematics	
Gay marriage	
Germany	
Germany,	
Gilbert - Galileo - Harvey: vol. 28	
Gingerbread	
Gipsy Moth circles the world	
Gleaming bright	
Greece and Rome; builders of our world.	
Guide to Correspondence in Spanish: a practical guide to social and commercial correspondence	
Guide to Correspondence in Spanish: a practical guide to social and commercial correspondence	
Guinness World Records, 2008	
Guinness World Records, 2009	
Hegel: volume 46	
Heidelberg: and surroundings	
Hernando de Soto	
Herodotus--Thucydides: Volume 6	
Hide and seek	
Hippocrates - Galen: volume 10	
Historical atlas of Oklahoma	
Holland	
Hollywood gold : the award winning movies	
How to play chess	
I have the right to	
Iberia; Spanish travels and reflections	
Ideas and Opinions (Albert Einstein) new translations and revisions by Sonja Bargmann	
If I loved you Wednesday : a novel	
If I loved you Wednesday : a novel	
Imperial Rome,	
Inside the Soviet Army	
Islam.	
John Milton: volume 32	
Ken Stabler : southpaw passer	
Keys of the kingdom	
Killing our own : the disaster of America's experience with atomic radiation	
King Arthur in fact and legend.	
Koko's story	
Lasers	
Lavoisier -- Fourier -- Faraday: volume 45	
Leonard Nimoy : a star's trek	
Les Grands Hommes de la France	
Let's visit Rumania	
Life in Elizabethan days: A picture of a typical English community at the end of the sixteenth century.	
Life in Elizabethan days: A picture of a typical English community at the end of the sixteenth century.	
Life of Samuel Johnson LL.D.: volume 44	
Locke -- Berkeley -- Hume: Volume 35	
London: the civic spirit,	
Looking at a Spanish village	
Looking at a Spanish village teacher's guide	
Looking at architecture	
Looking at Spanish cities	
Looking at Spanish cities	
Looking at Spanish food	

Looking at Spanish food teacher's guide	
Looking at Spanish History	
Looking at Spanish History teacher's guide	
Looking at Spanish Signs	
Looking at Spanish Signs Teacher's Guide	
Lucretius - Epictetus - Marcus Aurelius: volume 12	
Made in the USSR	
Magic in the dark : a young viewer's history of the movies	
Main Street, U.S.S.R.	
Marx: volume 50	
Mcchiavelli -- Hobbes: Volume 23	
Meeting with Japan.	
Melville: volume 48	
Mexico	
Mexico,	
Mixed messages	
Model girl	
Modern art in America	
Montaigne: volume 25	
Montesquieu -- Rousseau: volume 38	
Moon dancer	
Moon dancer	
My Russian journey.	
Mysteries of the mind,	
NATO, an entangled alliance	
Never to forget : the Jews of the holocaust	
Newton -- Huygens: volume 34	
Not for love	
On a pale horse	
On the Devil's court	
One man alone: Richard Nixon.	
Only one year	
Our amazing world of Nature; its marvels & mysteries.	
Outlines of Shakespeare's plays	
Paradise lost ; and, Paradise regained	
Pascal: volume 33	
Pillsbury's bake off cookie book: Shortcutted prize winning favorites from 18 years of bake offs	
Play guitar today	
Plotinus: volume 17	
Plutarch: The lives of the Noble Grecians and Romans volume 14	
Pro sports' greatest rivalries	
Psychoanalysis : from Freud to the age of therapy	
Ptolemy - Copernicus - Kepler: volume 16	
Rachel's legacy	
Ramona Blue	
Rebel halfback	
Reviving the death penalty	
Richard Halliburton's complete book of novels: the occident	
Rocketry : from Goddard to space travel	
Roman Britain and early England, 55 B.C.-A.D. 871	
Scary stories 3 : more tales to chill your bones	
Scary stories to tell in the dark	
Sea rescue	
Seven wonders of the world	
Seventeenth summer	
Sex kittens and horn dawgs fall in love	
Shadow box	
Shakespeare: I: volume 26	
Shakespeare: II: volume 27	

Shakespeare's ladies : a second book of speeches for women from Shakespeare's plays	
Soraya, the autobiography of Her Imperial Highness.	
Spacewar	
Spain after Franco Language in context	
Spain,	
Sparta	
Spock, Messiah! by Theodore R. Cogswell and Charles A. Spano, Jr.	
Spotter's guide to dogs	
Steven Spielberg	
Stonehenge decoded	
SuperMutant Magic Academy	
Surfing summer.	
Swift -- Sterne: Volume 36	
Tacitus: volume 15	
Ten Vietnamese.	
Terry's guide to Mexico	
Tex	
Tex	
That quail, Robert,	
The Americans; a social history of the United States, 1587-1914,	
The art of ancient Greece.	
The art of base-stealing	
The Arts in America: the colonial period	
The big fisherman	
The big fisherman	
The big fisherman	
The biographical dictionary of Black Americans	
The book of warplanes illus. by John W. Wood and associates	
The boxer	
The catcher, baseball's man in charge	
The city of gold and lead.	
The cold war	
The colonial era	
The complete Greek cookbook; the best from three thousand years of Greek cooking.	
The confessions of Jean-Jacques Rousseau,	
The confessions: The city of God: On Christian doctrine: volume 18	
The critique of pure reason-The critique of practical reason and other ethical treatises-The critique of judgment	
The curse of the bambino	
The decline and fall of the Roman empire: volume I	
The decline and fall of the Roman empire: volume II: Volume 41	
The deep	
The divine comedy of Dante Alighieri: volume 21	
The Edwin Smith Surgical Papyrus / Published in facsimile and hieroglyphic transliteration with translation and commentary in two volumes;	
The Emerald Isle	
The Facts on File dictionary of proverbs	
The family trap	
The first part last	
The French; portrait of a people	
The glory road : the story of Josh White	
The goodbye summer	
The Great Conversation: the substance of a liberal education	
The Great Ideas A Syntopican of great books of the western world	
The Great Ideas A Syntopicon of great books of the western world	
The guitar : the history, the music, the players	
The haunting of SafeKeep	
The history of Don Quixote de la Mancha	
The history of Tom Jones a foundling: volume 37	
The Horizon book of lost worlds	

The Hunger Games	
The Iliad of Homer -- The Odyssey: volume 4	
The John Wayne story	
The lands and peoples of Kenya, Uganda and Tanzania.	
The last days of MASH	
The last Olympian	
The legacy of Hiroshima,	
The legend of Zorro	
The legislative process in Oklahoma : policy making, people, & politics	
The Leonardo touch : a novel of suspense	
The Leonardo touch : a novel of suspense	
The magic of holography	
The mammy	
The monkey's paw	
The note : a story of second chances	
The nowhere girls	
The outsiders	
The pool of fire	
The Prince of Pleasure and his Regency, 1811-20	
The princess diaries 2 : royal engagement.	
The psychology of chess	
The return of Billy the Kid	
The rise of the dictators: 1919-1939	
The robe	
The sodbuster venture	
The space shuttle	
The story of the Cherokee People	
The summa theologica of Saint Thomas Aquinas: Volume II; volume 20	
The Tynedale daughters	
The village of Ben Suc.	
The voyage of the Beagle	
The wall came tumbling down : the Berlin Wall and the fall of communism	
The Western journals of Washington Irving	
The White Mountains	
The white stag	
The Women: The Old West	
The world almanac and book of facts, 2009	
The world of insects	
Thomas Aquinas: I: volume 19	
Through a brief darkness.	
Time enough to win	
Time to remember	
Titanic : the death and life of a legend	
To kill a mockingbird	
To kill a mockingbird	
To kill a mockingbird	
To kill a mockingbird	
To take a dare	
Tolstoy: volume 51	
Troilus and Cressida and the Canterbury Tales	
Trucks and trucking	
Trucks and trucking	
Tulsa Times: a pictorial history: the early years	
Virgil: volume 13	
War and peace vol. I	
War and peace volume II	
Weapons and warfare	
What so proudly we hail; all about our American flag, monuments, and symbols	
When the legends die.	

When the legends die.	
When the Tripods came	
William James: volume 53	
Windleaf	
Windmills : an old-new energy source	
Woody Allen	

GOOGLE @ BPS

Sherry McIntyre <smcintyre@bixbyps.org>

Fwd: Surplus old furniture

1 message

Sherri McMillan <smcmillan@bixbyps.org> Tue, Jun 6, 2023 at 4:41 PM
To: Sherry McIntyre <smcintyre@bixbyps.org>

Sherry,
Please see below.

Sherri McMillan
Executive Director
of Teaching and Learning
918.366.2328

Learn Well. Live with Honor.

---------- Forwarded message ----------
From: **Ashley Bayouth** <abayouth@bixbyps.org>
Date: Tue, Jun 6, 2023 at 3:06 PM
Subject: Surplus old furniture
To: Sherri McMillan <smcmillan@bixbyps.org>, Gabe Hayes <gahayes@bixbyps.org>, Dinah Benavides <dbenavides@bixbyps.org>

Hi Sherri and Gabe.

We are able to get some of NI's old teacher desks for our building.

We are needing to surplus two of our old desks.
W102 - old metal teacher desk
OT/PT - large old metal "L" shaped desk

These are very heavy. Let me know if I need to do anything else to surplus these two pieces of furniture.

--

Ashley Bayouth
Assistant Principal
East Elementary
abayouth@bixbyps.org
(918) 366- 1711

BIXBY
Home of the Spartans

Agreement for Bixby Public Schools - Time-Tracking Addition

Bixby Public Schools
109 N ARMSTRONG ST
BIXBY, OK 74008-4449

Lydia Wilson
lwilson@bixbyps.org
(918) 366-2200

Red Rover Technologies, LLC
559 W. Uwchlan Ave
Suite 200
Exton PA 19341

Prepared by: Seth Gurss
sgurss@redroverk12.com

Reference: 20230525-071841829
Quote expires: June 16, 2023

Subscription Fees	QUANTITY		PRICE	TOTAL
Employees Extra Duty	585	monthly	$0.55	$321.75
Employees Tracking Time	400	monthly	$2.50	$1,000.00
YEAR ONE ONLY FEES				**TOTAL**
Implementation	1		$3,500.00	$3,500.00

Total Annual Subscription: **$15,861.00**

Fee Terms:

- Quote above is for the purchase of Time-Tracking and to add to the existing Absence/Sub that is used through ESS.

Subscription year: July 1 to June 30

Invoicing details: Initial invoice will be deferred until the start of the subscription year. Renewal invoices will be based on the subscription year.

Subscription type: Annual subscription automatically renews each year, unless notice is given up to 30 days after the subscription start date. Renewal year employee counts are pulled from the Red Rover system within 120 days of the renewal subscription start date.

Price lock term: Rates are locked for the first three (3) subscription years, with a price increase applied that is not to exceed the US Bureau of Labor Statistics, All Item CPI Index, posted each March.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Lydia Wilson
lwilson@bixbyps.org

[sigreqsigner1]

Daniel OShaughnessey
dani@redroverk12.com

[sigreqsigner2]

(Master Agreement Terms & Conditions, Pages 2-5)

The Provider provides the Customers access to the Services, which include absence management and substitute placement service, and the Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement. Therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

A. "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
B. "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
C. "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
D. "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form and end user documentation relating to the Services available at www.redroverk12.com.
E. "**Fees**" mean the amount stated on Provider's invoice to Customer for an annual subscription of the Services.
F. "**Provider IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
G. "**Services**" mean the software-as-a-service offering by Provider for the monitoring of school absences and substitute placement.

2. Access and Use.

A. Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

B. Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

C. Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

D. Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

E. Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; or (D) Customer fails to make a timely payment due under the Agreement. Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

F. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that the Provider's use of the Aggregated Statistics does not identify Customer or Customer's Confidential Information.

3. Customer Responsibilities. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. Support. The access rights granted hereunder entitle Customer to remote support services. The Provider will provide onsite support or training for the fee of $2,500 per day plus the payment of Provider's direct costs such as transportation, airfare, hotel, and meals.

5. Payment of Fees. Customer shall pay Provider the Fees within forty-five (45) days of the invoice date and any Fee invoices not paid by September 1st of the year issued are past due. Training fees and direct costs for onsite support or training will be invoiced separately to the

Customer and will be due thirty (30) days from the invoice date. Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments, including attorneys' fees, court costs, and collection agency fees. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that is marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) 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 shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date first disclosed to the receiving Party. Customer name may be used by Provider for marketing purposes unless written expressed notice is given.

7. Intellectual Property Ownership.

A. Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

B. Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

C. Privacy Policy & Data Security. Red Rover will abide by its policy, as set forth in Exhibit A (Data Security) Exhibit B (Privacy Policy) with respect to the security and privacy of its Customer's data within the Red Rover Product(s). You will also find Red Rover's respective policies at www.redroverk12.com/privacy-policy and www.redroverk12.com/technology-promise.

D. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

8. Limited Warranty and Warranty Disclaimer.

A. Provider warrants that the Services will conform in all material respects to the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services. The remedies set forth within this Agreement are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a).

B. THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY

PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

A. To the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that the indemnified-Party promptly notifies indemnifying-Party in writing of the claim, cooperates with indemnifying-Party, and allows indemnifying-Party sole authority to control the defense and settlement of such claim.

B. If such a claim is made or appears possible, indemnified-Party agrees to permit indemnifying-Party, at indemnifying-Party's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for indemnified-Party to continue use. If indemnifying-Party determines that neither alternative is reasonably available, indemnifying-Party may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to indemnified-Party.

C. As to the Provider, this Section 9 will not apply to the Provider to the extent that the alleged infringement arises from Customer's: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by indemnifying-Party or authorized by Provider in writing; (ii) modifications to the Services not made by Provider; or (iii) Customer Data.

D. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE FEES DUE FROM CUSTOMER TO PROVIDER FOR THE SCHOOL CALENDAR YEAR DURING WHICH THE INDEMNIFIED CLAIM AROSE.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE FEES DUE FROM CUSTOMER TO PROVIDER FOR THE SCHOOL CALENDAR YEAR DURING WHICH THE CLAIM AROSE.

11. Term and Termination

A. Term. The initial term of this Agreement begins on Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the last day of the subscription year (the "**Initial Term**"). This Agreement will automatically renew for (5) five additional successive one (1) year terms starting on the first day of the subscription year unless the Customer provides the Provider written notice of non-renewal prior to the last day of the first month of that subscription year (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

B. Termination. In addition to any other express termination right set forth in this Agreement: (i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder and such failure continues after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6; or (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the

other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

C. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

D. Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. Further, the Provider shall store and retain the Customer Data and supply to Customer the Customer Data specific to absences for a period of up to two (2) years after the expiration or termination of the Agreement. The Provider shall make such Customer Data available upon receipt of a written request from the Customer and agreement to a reasonable hourly rate charge for the Provider to capture and provide the requested Customer Data. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

A. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

B. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

C. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

D. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

E. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

F. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted in the federal courts of the United States within the Eastern District of Pennsylvania or the courts of the State

of Pennsylvania in each case located in Philadelphia County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

G. Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Provider may assign this Agreement in its entirety, upon notice to Customer but without Customer's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Provider's business or assets. Any purported assignment or delegation in violation of this Section will be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

H. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

I. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

13. Contract Rider. Any public or publicly funded, educational institution in the state of Oklahoma shall be allowed to participate in this agreement during the life of the contract. While this term in no way commits any organization to purchase from Red Rover, nor does it guarantee any additional orders, it does allow other districts/organizations in the state, at their discretion, to make use of the district's competitive process and purchase directly off of the agreement. The purchasing institution can expect to receive all the same terms & conditions in this agreement and pricing that is of similar 20 percent discounting, calculated on the institution's size. All purchases made by other districts/organizations shall be understood to be transactions between that institution and Red Rover; this contracting agency shall not be responsible for any such purchases.