#### **AGENDA WITH COMMENTARY**

# GUTHRIE PUBLIC SCHOOLS BOARD OF EDUCATION REGULAR MONTHLY MEETING 802 EAST VILAS GUTHRIE, OKLAHOMA

MONDAY MARCH 12, 2018 7:00 P.M.

### **AGENDA:**

- 1. Call to Order
- 2. Roll Call
- 3. Establish a Quorum
- 4. Pledge of Allegiance
- 5. Moment of Silence
- 6. Recommendation, consideration and vote on reorganization of the Board including:
  - A. Election of President
  - **B.** Election of First Vice-President
  - C. Election of Second Vice-President
  - D. Election of Board Clerk
  - E. Election of Deputy Board Clerk

(New Officers Take Their Post)

- 7. Presentation by Mr. Brian Billings from Sonic of East Guthrie
- 8. Foundation Insurance Student of the Month
- 9. Presentation of Certified and Support Employee of the Month
- 10. Comments to the Board by:
  - A. Citizens registered to speak to the Board
  - **B.** Board Members
- 11. Superintendent's Reports

- - A. Minutes of regular meeting held on February 12, 2018
  - **B.** Treasurer's Report
  - C. Activity Fund Fundraisers as per attached list
  - D. Fuel bid as recommended by bid committee
  - E. Encumbrances for General Fund #'s 813-895, Building Fund #'s 220-243, and listed change orders and Activity Fund Reports

#### 13. Business Agenda:

#### Commentary:

The District has used Municipal Accounting Systems for over 20 years. Part of the cost is driven by student enrollment. There will be a net decrease of \$350.25. **Michelle Chapple will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

#### Commentary:

This event is held in Stillwater in May of each year. The cost is paid from the Guthrie Special Olympics Activity Fund. Our students have participated in these games for a number of years. It is a great opportunity for the students. A complete explanation from Ms. Smedley is in your packet. **Angie Smedley will answer any questions.** 

#### **RECOMMENDATION ACTION:**

The Superintendent recommends approval.

<b>C.</b>	Recommendation, consideration and action upon K-8 Remedial Summer	
	School ProgramPage 41	l

#### Commentary:

This is a request to again provide our annual Remedial Summer School Program for students in Kindergarten through 8<sup>th</sup> grade. The program is funded through Title I funds. There is no cost to the student. Teacher recommendations will be submitted for your approval at the May 2018 Board meeting. **Carmen Walters will answer any questions.** 

#### **RECOMMENDATION ACTION:**

The Superintendent recommends approval.

#### 

#### Commentary:

This revision will correct the day we will be out of school for Martin Luther King Day from January 14<sup>th</sup> to January 21<sup>st</sup>. **Doug Ogle will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

# E. Recommendation, consideration and action to approve E-rate Technology Plan for 2018-2021......Pages 43-57

#### Commentary:

E-rate rules require the School District to approve a 3-year Technology Plan each year. That Plan is then approved by the State Department of Education. **Dee Benson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

# F. Recommendation, consideration and action to approve Category 1 E-rate contracts with AT&T and Onenet for 2018-2019......Pages 58-85

#### Commentary:

The contracts for E-rate purchases must be approved by the BOE before filing the E-rate application. The cost to the District will not change from last year. **Dee Benson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

#### Commentary:

This contract is for the installation of wireless access points and network equipment at Charter Oak Elementary. The cost to the District after E-rate is applied will be \$10,258.99. **Dee Benson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

H. Recommendation, consideration and action to award bid for the securing of all GPS sites to Digi Security in the amount of \$135,593.55......Pages 91-133

#### Commentary:

We received 6 bids for updating and adding to our security system for all GPS sites. This is part of our bond project. **Dee Benson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

I. Recommendation, consideration and action for the adoption of elementary attendance zones for 2018-2019 school year

#### Commentary:

The attendance zones were constructed using our natural geographic boundaries and optimized for the building capacities. **Dee Benson will answer any questions.** 

#### **RECOMMENDED ACTION:**

The Superintendent recommends approval.

- 14. Proposed executive session for the purpose of discussing employment of personnel, FMLA requests, resignation/separation from employment and transfer of position requests all as set out on the Personnel Reports, discussion of all building level administrator's contracts as listed for 2018-2019, Support Personnel Salary Schedule for 2017-2018, and periodic annual evaluation and terms of employment of Dr. Michael Simpson, Superintendent of Schools, disclosure of which information would violate the confidentiality requirements of state and/or federal law all pursuant to 25 OKLA. STAT. Section 307 (B) 1 and 7
  - A. Vote to go into executive session
  - B. Acknowledge Board's return to open session
  - C. Statement of minutes of executive session

15.	Vote on action as set out on the Personnel ReportsPage 134
16.	Recommendation, consideration and action upon building level administrator's contracts as listed for 2018-2019 without specification for salary or assignment Page 135
17.	Recommendation, consideration and action upon Support Personnel Salary Schedule for 2017-2018
	Commentary: This salary schedule was approved at the July 2017 School Board Meeting. There has since been a modification made to the handbook in red. <b>Doug Ogle will answer any questions.</b>
18.	Recommendation, consideration and action to accept any resignations offered since the posting of the agenda
19.	Discussion and possible action on new business not known about or could not have been reasonably foreseen at the time of the agenda posting
20.	Adjourn
	Dr. Mike Simpson Superintendent
jf	
Posteo	d by:
Date:	Time:
Place	<u>:</u>

# GUTHRIE PUBLIC SCHOOLS BOARD MINUTES REGULAR MEETING FEBRUARY 12, 2018

MINUTES OF THE GUTHRIE PUBLIC SCHOOLS BOARD OF EDUCATION REGULAR MEETING HELD AT 7:00 P.M. IN THE OFFICE OF THE BOARD, 802 EAST VILAS, GUTHRIE, OKLAHOMA ON FEBRUARY 12. 2018

Board Members Present: Gina Davis, Tina Smedley, Terry Pennington,

**Travis Sallee and Sharon Watts** 

Board Member Absent: Jennifer Bennett-Johnson and Janna Pierson

District Level School Officials Present: Dr. Mike Simpson, Superintendent

**Doug Ogle, Assistant Superintendent** 

**Carmen Walters, Executive Director of Federal** 

Programs/ Elementary Ed

Michelle Chapple, Chief Financial Officer Angie Smedley, Director of Special Education Cody Thompson, Director of Operations Dee Benson, Director of Technology Jean Watts, Deputy Minutes Clerk

- 1. The meeting was called to order by Vice President Sallee.
- 2. Members Gina Davis, Terry Pennington, Tina Smedley, Travis Sallee and Sharon Watts were present for roll call.

Members Jennifer Bennett-Johnson and Janna Pierson were not present for roll call.

- 3. A quorum was established.
- 4. Vice President Sallee asked everyone to stand and join him in the Pledge of Allegiance.
- 5. Vice President Sallee asked everyone to join him in a Moment of Silence.
- 6. Vice President Sallee called for Foundation Insurance Student of the Month.

Dr. Simpson introduced Blake Wimsey from Foundation Insurance. Mr. Wimsey introduced the January Student of the Month, Cesar Guzman Alvarado. Mr. Wimsey read the nomination letter submitted by Cesar's Reading teacher, Mr. Ron Gillette. Mr. Wimsey presented Cesar with a \$65 Stacy's Place gift card.

7. Vice President Sallee called for the presentation of Certified and Support Employee of the Month.

Mr. Doug Ogle, Assistant Superintendent, announced the Employee of the Month winners for January: Ms. Pam Johnson-Fields, Special Education Paraprofessional, for support

Employee of the Month and Ms. Kathy Ice, Junior High Science Teacher, for certified Employee of the Month. Nomination letters were read by Ms. Angie Simonton, High School English Teacher, for Ms. Johnson-Fields and by Ms. Blair Workman, 8<sup>th</sup> Grade Reading Teacher, for Ms. Ice.

Mr. Ogle presented the award winners with a plaque.

8. Vice President Sallee called for the Presentation of Guthrie Public Schools' Site Teachers of the Year and District Teacher of the Year for 2017-2018.

Dr. Simpson introduced Ms. Carmen Walters, Executive Director of Federal Programs and Elementary Education, and Mr. Doug Ogle, Assistant Superintendent. The following Site Teachers of the Year were introduced: Desi Rice, Cara Henson, Becca Creed, Joni Delaney, Sandra Onley, Audra Branson, Emily Carpenter, Jackie Ross, Bryan Dearing, Terry Darcy, Rob Blackburn, Jeff Jordan, Allison Lee-Lucas, and Michelle Redus. Ms. Walters then announced the 2018 Elementary Teacher of the Year as Ms. Audra Branson. Mr. Ogle announced the 2018 Secondary Teacher of the Year as Mr. Jeff Jordan.

Dr. Simpson then announced the 2018 District Teacher of the Year as Ms. Audra Branson.

9A. Vice President Sallee asked the Superintendent if there were any citizens registered to speak to the Board.

Superintendent Simpson stated there were no citizens registered to speak to the Board.

9B. Vice President Sallee called for any comments to the Board by Board Members.

**Vice President Sallee read the following prepared statement:** 

The Guthrie Public School Board has adopted a new superintendent evaluation tool that uses a process similar to the TLE evaluation process. We will be evaluating Dr. Simpson quarterly so our patrons and staff will notice this appearing on the board agenda more than once each year. We appreciate all Dr. Simpson has done and continues to do for our District. Moving to an ongoing evaluation process will allow the Board to provide him with continual feedback versus the former version of once a year.

10. Vice President Sallee called for the Superintendent's report.

**Superintendent Simpson reported on the following:** 

The construction at Charter Oak Elementary has again been hampered by cold temperatures. We are working with contractors to see what option exist for an on-time opening. Contingencies have been made in next year's calendar if it will make a difference in being able to open the building.

We are closer on getting our attendance zones finalized for next year but we are still working with our company and those zones are not yet complete.

Leadership Guthrie has chosen to begin a mentoring program for Guthrie High School students. In the first meeting, students were partnered with a mentor for lunch and then

participated in a team building exercise.

The 4<sup>th</sup> Annual Bluejay Classic Stock Show was held on February 3<sup>rd</sup>. Mr. Ogle was in attendance and was one of the guest judges. This is an event where our FFA students work with our special needs students to help them understand about the different show animals after which they participate in a stock show.

Our attendance initiative with the DA, Laura Austin Thomas, is still underway. We have offered a lot of support and assistance to families through different agencies within our community. There are some families that have changed their behavior and students are attending school. Then there are some who have chosen not to change their behavior and our DA has filed criminal charges on these parents. This has been an item of last resort. We never want to put parents in jail, we just want our students to come to school as we cannot teach them if they are not here. We thank the DA for her support as well as the continued effort of our administrators. There is a counselor and SRO present at the meetings as well. This is the only program like this in the State.

The Teacher of the Year announcement at our February board meeting is the highlight of the year.

Unfortunately, we had a frustrating day at the Capitol. As of now, the vote shows this bill will not pass for a teacher pay raise. There are politics involved. The opposition sounded like the opposition to our bond issues because it's not the "perfect plan". We all know the "perfect plan" doesn't exist because that plan for one person will not be the perfect plan for the other. Governing involves compromise and unfortunately that is not happening. Our kids deserve more!

This Saturday, NorthChurch has gathered volunteers for "Operation Wipedown" at all of our buildings. They will be sanitizing our buildings to try and combat the flu and other germs this time of year. Our attendance hasn't been bad but if we can do something to make it better we will take that opportunity. Hats off to our community for stepping in and doing this.

There will be no school for students on Monday, February 19<sup>th</sup>. We will have a professional development day at the sites. Dr. Simpson invited board members to attend professional development at any or all of the sites.

February 22 is the annual band spaghetti fund raiser dinner at Guthrie High School.

11. Vice President Sallee called for action on the Consent Agenda.

A motion was made by Watts and seconded by Smedley to approve the Consent Agenda excluding Item 11B.

The motion carried with 5 ayes and 0 nays.

A motion was made by Smedley and seconded by Watts to approve Item 11B, minutes of special board meeting held on January 25, 2018.

The motion carried with 4 ayes and 1 abstention-Member Pennington abstaining.

12A. Vice President Sallee called for recommendation, consideration and action upon Guthrie High School Driver's Education Summer School 2018.

A motion was made by Smedley and seconded by Watts to approve the Guthrie High School Driver's Education Summer School 2018.

The motion carried with 5 ayes and 0 nays.

12B. Vice President Sallee called for recommendation, consideration and action upon proposed school calendar for 2018-2019.

A motion was made by Watts and seconded by Davis to approve the proposed school calendar for 2018-2019.

The motion carried with 5 ayes and 0 nays.

- 13. Vice President Sallee called for proposed executive session for the purpose of discussing employment of personnel, FMLA requests, resignation/separation from employment and transfer of position requests all as set out on the Personnel Reports, discussion of extraduty assignments as listed for 2017-2018, discussion of appointment of principal-in-waiting for Charter Oak Elementary School, discussion of all district level administrator's contracts as listed for 2018-2019, and periodic annual evaluation and terms of employment of Dr. Michael Simpson, Superintendent of Schools, disclosure of which information would violate the confidentiality requirements of state and/or federal law all pursuant to 25 OKLA. STAT. Section 307 B (1) and (7).
- 13A. A motion was made by Smedley and seconded by Pennington to go into executive session.

The motion carried with 5 ayes and 0 nays. Executive session began at 7:42 p.m.

- 13B. Vice President Sallee acknowledged the Board's return to open session at 8:32 p.m.
- 13C. Vice President Sallee stated that in executive session only those items listed in Agenda Item 13 were discussed and no votes were taken.
- 14. Vice President Sallee called for vote on action as set out on the Personnel Reports.

A motion was made by Watts and seconded by Pennington to approve action as set out on the Personnel Reports.

The motion carried with 5 ayes and 0 nays.

15. Vice President Sallee called for action upon recommendation of extra-duty assignments as listed for 2017-2018.

A motion was made by Davis and seconded by Smedley to approve the extra-duty assignments as listed for 2017-2018.

The motion carried with 5 ayes and 0 nays.

16. Vice President Sallee called for action upon recommendation on appointment of a principal-in-waiting for Charter Oak Elementary School.

Superintendent Simpson recommended that Mr. Jeff Ball, Assistant Principal at Guthrie Upper Elementary School, be appointed Principal-in-Waiting for Charter Oak Elementary School.

A motion was made by Pennington and seconded by Watts to appoint Mr. Jeff Ball as Principal-in-Waiting for Charter Oak Elementary School.

The motion carried with 5 ayes and 0 nays.

17. Vice President Sallee called for recommendation, consideration and action upon district level administrator's contracts as listed for 2018-2019 without specification for salary or assignment.

A motion was made by Smedley and seconded by Watts to approve the district level administrator's contracts as listed for 2018-2019 without specification for salary or assignment.

The motion carried with 5 ayes and 0 nays.

18. Vice President Sallee called for recommendation, consideration and action to accept any resignations offered since the posting of the agenda.

Superintendent Simpson stated there were no resignations offered since the posting of the agenda.

19. Vice President Sallee called for discussion and possible action on new business not known about or could not have been reasonably foreseen at the time of the agenda posting.

Superintendent Simpson stated there was no new business.

20. A motion was made by Smedley and seconded by Watts to adjourn the meeting.

The motion carried with 5 ayes and 0 nays.

The meeting adjourned at 8:35 p.m.

Jana Frey, Minutes Clerk						
Travic Salloo	Acting Roard President					

# TREASURER'S REPORT FEBRUARY 28, 2018

# **BANK BALANCES**

# **FARMERS & MERCHANTS**

General Fund \$	5,828,999.04
Building Fund	826,016.87
Sinking Fund	1,290,371.62
ILR Fund	62,470.15
G&E Fund	3,715.67
Child Nutrition Fund	326,037.90
Activity Fund	546,830.26
School Age-Care Fund	d 75,619.14
Bond Fund	3,010,226.83

**TOTAL** 

\$ 11,970,287.48

# **RECEIPTS**

<b>GENERAL FUND:</b>		SINKING FUN	D:
Logan County \$	192,290.04	Logan County	\$ 49,347.99
State of Oklahoma	961,362.53		
Okla. Tax Comm.	206,691.33		
School Land Earn.	37,038.77	CHILD NUTRI	TION FUND:
R.O.T.C.	6,080.65	Local	24,754.19
Federal Programs	185,646.97	State	19,112.41
Misc Receipts	56,829.38	Federal	113,257.09
Correcting Entry(-)		TOTAL	\$ 157,123.69
General Acct. Int.	3,411.52		
Minus (-) Bank Fees_	159.28	INS.LOSS RECOVE	ERY FUND:
TOTAL	\$ 1,649,191.91	\$	
BUILDING FUND		BOND FUND:	
Logan County \$	20,419.89	Interest	\$ 10,014.90
Bldg. for Champs	20.00_	Bank Fees	<u>(-) 14.26</u>
TOTAL	\$ 20,439.89	TOTAL	\$ 10,000.64

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# **WARRANTS PAID**

**GENERAL FUND:** 

GIFTS & ENDOWMENTS FUND:

2016-2017

2017-2018

\$

\$1,693,080.46

2016-2017

2017-2018

INS. LOSS RECOVERY FUND:

2016-2017 2017-2018

**BUILDING FUND:** 

2016-2017

2017-2018

\$ 44,384.91

CHILD NUTRITION FUND:

**BOND FUND:** 

2016-2017

2017-2018

\$

\$ 189,097.30

2016-2017

\$ 5,570.70

2017-2018 \$ 335.70

# **CD/INVESTMENTS:**

Farmers and Merchants Bank – Bond CD \$6,500,000.00 InterBank – Bond CD \$1,500,000.00

**TOTAL MONIES IN F&M BANK** 

\$11,970,287.48

PLEDGED – FDIC

\$ 250,000.00

PLEDGED – F&M BANK

\$20,696,000.00

# GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST As of 2/28/2018

- a. Faver Activity, 937 Sno-cone sales on Fridays after school
- b. Mu Alpha Theta, 893 Math bowl participant lunch/concessions
- c. HS NHS, 886 Dues



Request Date: 2/2/2018	Site: Faver	Unobligated Account Balance: 61.30 6072
Account Name: Faver Ac	ctivity	Account Number: 937
Select One: Solicitin	ng in School Only 🌘 Soliciting	g in school & community Community Only
Describe the fundraiser to be	conducted (items sold/activity plan	nned, etc.) Sale sno-cones on Friday's after school
standards that went into effect		the school day, they must meet the Smart Snacks in Schools nutritional. You may use the Smart Snacks Calculator to see if your snack meets these ator/
Does the fundraiser have food you must certify all below:	d items? Yes No No If "Yo	es" and you wish to be exemption the "Smart Snacks in School" standards, ther
4 04	This fundraiser will not operate after school snacks are being se	on the school campus during the times school breakfasts, lunches, dinners or erved.
2.4	This fundraiser will not operate	for more than fourteen (14) days in total.
		will provide documentation to the school of the food products sold to the which is defined as midnight to thirty (30) minutes after school ends.
any fundraising events by orga	anizations on school property. The	end thirty (30) minutes after the school day ends. These standards apply to ese standards do not apply thirty (30) minutes after school ends, on weekends are in accordance with Oklahoma State Administration Code 210:10-3-112.
Manufacturer:	cample: candy, cookie dough, cakes  Doe used: End of Year Banquet for	Sno-cones  Internship for business who participated in sponsoring a student for 13 weeks
Manufacturer: Purpose for which funds will b Name/Address of Vendor:	oe used: End of Year Banquet for	Internship for business who participated in sponsoring a student for 13 weeks
Manufacturer: Purpose for which funds will b Name/Address of Vendor:	oe used: End of Year Banquet for	Internship for business who participated in sponsoring a student for 13 weeks
Manufacturer: Purpose for which funds will b Name/Address of Vendor: Items to be purchased in orde Estimated INCO	Bonnie's Snak Shak 342 cr to conduct the fundraiser:	Internship for business who participated in sponsoring a student for 13 weeks 20 S May Av / Walmart 1608 S Division os / syrup flavors / ice / sugar / straws / poster
Manufacturer: Purpose for which funds will b Name/Address of Vendor: Items to be purchased in orde  Estimated INCOL Less Estimated EXPEN	Bonnie's Snak Shak 342 er to conduct the fundraiser: Cup  ME: 1,500 NSES: 200	Internship for business who participated in sponsoring a student for 13 weeks 20 S May Av / Walmart 1608 S Division os / syrup flavors / ice / sugar / straws / poster  Fundraiser start date: March 30
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Request Date: 2/2	GPS ACTIVITY F	UND FUNDRAISER REQUEST	FORM 5954.04 96904 count Balance:
Account Name: Mu Alpha		Account No	umber: 893
		citing in school & community	Community Only ment - Entry fees from attendants
Lunch/concessions	- sold during mat	th bowl to participants	
If food and/or beverage items at standards that went into effect standards: https://foodplanner.	across the country July 1st, 2	uring the school day, they must meet the 2014. You may use the Smart Snacks Culculator/	he Smart Snacks in Schools nutritional alculator to see if your snack meets these
Does the fundraiser have food it you must certify all below:	tems? Yes No No	If "Yes" and you wish to be exemption	the "Smart Snacks in School" standards, then
•	This fundraiser will not ope after school snacks are beir		imes school breakfasts, lunches, dinners or
•	This fundraiser will not ope	rate for more than fourteen (14) days i	in total.
		ion will provide documentation to the s day, which is defined as midnight to thi	[1] 경기·[지기·] [1] [1] [1] [1] [1] [1] [1] [1] [1] [1
any fundraising events by organ and at off-campus fundraising e	izations on school property. vents. Standards and exemp	These standards do not apply thirty (3 ptions are in accordance with <u>Oklahom</u>	chool day ends. These standards apply to 30) minutes after school ends, on weekends as State Administration Code 210:10-3-112.
Type of Food or Beverage: (Exan water, and cookies	nple: candy, cookie dough, c	akes, pies) sloppy joes (or bbq s	sandwiches), chips, pop,
Manufacturer:			
Purpose for which funds will be	used: entry fees for M	lu Alpha Theta attendance at	t OU & OSU Math Days,
		ites and travel for schoo	
Name/Address of Vendor:			
	o conduct the fundraiser:	vater, pop and cookies - all o	other items will be donated
Estimated INCOME Less Estimated EXPENSE		Fundraiser start date: 4/1/	18
Estimated PRO	DFIT: \$600.00	Fundraiser end date:	4/30/18
I understand that when fundrais days of the close of the fundrais			eted and submitted to the BOE within 30
What will happen to any items the	hat are not sold? discar	ded	Are
school district facilities, required		facility use permit must be completed.	
Sponsor Signature	the fields		Date:2-1-18'
Principal's Signature:	mi XI non	(مل	Date: 2-2-18
Athletic Director's Signature (if a	pplicable):		Date:
			11.000-0
Board of Education Approval Da	ite:		My Charles
AF Fundraiser Request 12/2017			, , , , , , , , , , , , , , , , , , , ,





Request Date: 2-5-18 Site: High Scho	Unobligated Account Balance: 1078.44
Account Name: HS NHS	Account Number: 886
2	Oliciting in school & community Community Only
Describe the fundraiser to be conducted (items sold/activi	ty planned, etc.)
If food and/or beverage items are being sold to students of standards that went into effect across the country July 1st standards: https://foodplanner.healthiergeneration.org/ca	during the school day, they must meet the Smart Snacks in Schools nutritional s, 2014. You may use the Smart Snacks Calculator to see if your snack meets these aulculator/
Does the fundraiser have food items? Yes No o you must certify all below:	If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then
<ul> <li>This fundraiser will not op after school snacks are be</li> </ul>	perate on the school campus during the times school breakfasts, lunches, dinners or eing served.
<ul> <li>This fundraiser will not op</li> </ul>	perate for more than fourteen (14) days in total.
	ation will provide documentation to the school of the food products sold to the ol day, which is defined as midnight to thirty (30) minutes after school ends.
any fundraising events by organizations on school property	by and end thirty (30) minutes after the school day ends. These standards apply to y. These standards do not apply thirty (30) minutes after school ends, on weekends mptions are in accordance with Oklahoma State Administration Code 210:10-3-112.
Type of Food or Beverage: (Example: candy, cookie dough,	cakes, pies) N/A
Manufacturer: N/A	
Purpose for which funds will be used: N/A	
Purpose for which funds will be used:	
Name/Address of Vendor: N/A	
Items to be purchased in order to conduct the fundraiser:	N/A
Estimated INCOME: 2500.00 Less Estimated EXPENSES:	Fundraiser start date: 4-2-18
Estimated PROFIT: 2500.00	Fundraiser end date: 6-30-18
I understand that when fundraiser is completed and after S days of the close of the fundraiser.	Sale Accountability Form must be completed and submitted to the BOE within 30
What will happen to any items that are not sold?	Are
NI/Λ	a facility use permit must be completed.  Date: 2-5-18
Principal's Signature:	Date: 2-5-18
Athletic Director's Signature (if applicable):	Date:
Board of Education Approval Date:	1 m (d. 1 d. 1
AF Fundraiser Request 12/2017	4 HORA

# Transportation Department Fuel Bids 2017-2018

DATE: 3-218 PO#: 2018-11-892	TIME BID	s began: <u>9:37</u> s closed: <u>10:0</u> °	an Sam	AMOUNT DIESEL: 7,00 UNLEADED:	
COMPANY NAME	CON	TACT PERSON	PHONE	UNLEADED	DIESEL
FUEL MASTERS		I, CODY or HARDIN	1-866-455-3835		1,9427
PENLEY OIL COMPANY	JOANIE of	TT of GEORGEANN	235-7553		1.98734
RED ROCK TRUMAN ARNOLD COMPANIES	ROB CASE		677-3373 1-800-808-6500		no bid
EARNHEART OIL & PROPANE	DUSTIN	OESAC	405-612-2650		no bid
UNLEADED FUEL:		PRICE PER GALLON:		TOTAL AMT:	
DIESEL FUEL:		PRICE PER GALLON:		TOTAL AMT:	
				TOTAL PURCHASE:	
			COMMENTS:	ers had l	

# **Purchase Order Register**

PO No	Date	Vendor No	Vendor	Description	Amount
813	02/05/2018	10707	COUNTRY FORD MERCURY	TIRES AND WHEEL SENSORS/TRANSPORTATION	820.61
814	02/06/2018	15994	AMAZON CAPITAL SERVICES	USB CORDS/GLUE/STEM/PETERMAN/J H	62.96
815	02/06/2018	17881	SPARKFUN ELECTRONICS, INC	MICRO:BIT PROTECTIVE COVERS/STEM/DARCY/JH	279.00
816	02/06/2018	16261	ANNA COFFIN	PRINTING SERVICES/BLAKEMORE/JH	100.00
817	02/06/2018	10998	OKLAHOMA BAPTIST UNIVERSITY	JOB FAIR REGISTRATION 2017-18	178.00
818	02/06/2018	17762	DUNCAN SUNNY LLC	HOTEL ROOMS/WRESTLING/FEB. 15-16,2018	480.00
819	02/06/2018	40123	ROBERTS TRUCK CENTER OF OK LLC	FUEL TRANSFER PUMPS/TRANSPORTATION	368.78
820	02/07/2018	15994	AMAZON CAPITAL SERVICES	BOOKS & SUPPLIES/LIBRARY/JH	359.07
821	02/07/2018	44087	GOOLSBEE TIRE SERVICE INC	BUS TIRES/TRANSPORTATION	1,140.00
822	02/07/2018	12682	MIDWEST BUS SALES, INC.	DOOR ACTUATOR/TRANSPORTATION	268.89
823	02/07/2018	42884	LOYAL SUPPLY, INC.	MISC NUTS, BOLTS, TIES FOR SHOP/TRANSPORTATION	834.60
824	02/07/2018	40123	ROBERTS TRUCK CENTER OF OK LLC	REPAIRS TO BUS #49 PER QUOTE/TRANSPORTATION	2,817.08
825	02/07/2018	40775	APPLE STORE	iPADS/LIBRARY/HENRY/JH	598.00
826	02/07/2018	42240	PERSONAL COMPUTER SYSTEMS, INC.	OTTERBOX CASES FOR LIBRARY IPADS/HENRY/JH	98.00
827	02/07/2018	40123	ROBERTS TRUCK CENTER OF OK LLC	BUS STOP SIGN FOR #50/TRANSPORTATION	468.03
828	02/07/2018	40123	ROBERTS TRUCK CENTER OF OK LLC	BRAKE BOOSTER PUMP PER QUOTE #Q40202/TRANSP.	398.79
829	02/07/2018	43632	TONY GLOVER dba AJG INC.	SOUND SYSTEM REPAIRS/TECHNOLOGY/JH	200.00
830	02/07/2018	15444	SCHOOL SPECIALTY	TEMPERA PAINT GALLONS/JOHNSTON/COTTERAL	71.94
831	02/07/2018	14207	WALMART COMMUNITY	POTS/SOIL/SEEDS/FACS/MAKER/J H	86.00
832	02/08/2018	17804	FENTON OFFICE SUPPLY CO	DESK REPAIR/SUPT/ADMIN	200.00
833	02/08/2018	83113	TAMARA KAYE KURIGER	MILEAGE REIMB. FOR TRAINING/KURIGER/SPECIAL ED	45.00
834	02/08/2018	81882	KARA B WALTERS	MILEAGE REIMB. FOR TRAINING/WALTERS/SPECIAL ED	260.00
835	02/08/2018	42234	CHALK'S TRUCK PARTS, INC.	LED STOP SIGN/TRANSPORTATION	425.00
836	02/08/2018	42234	CHALK'S TRUCK PARTS, INC.	SEAT COVER AND STOP SIGN DECAL/TRANSPORTATION	370.10
837	02/08/2018	43932	TREASURE BAY, INC.	PARENT AND FAMILY ENGAGEMENT/TITLE I/CENTRAL	1,277.44
838	02/08/2018	43932	TREASURE BAY, INC.	PARENT AND FAMILY ENGAGEMENT/TITLE I/FOGARTY	1,075.20
839	02/08/2018	44097	PAPERCLIP MEDIA, INC.	PARENT AND FAMILY ENGAGEMENT/TITLE I/GUES	1,670.45 <b>18</b>

# **Purchase Order Register**

	Date	Vendor No	Vendor	Description	Amount
840	02/08/2018	12171	LAKESHORE LEARNING MATERIALS	PARENT AND FAMILY ENGAGEMENT/TITLE I/ COTTERAL	1,535.02
841	02/08/2018	10684	CCH INCORPORATED	PARENT AND FAMILY ENGAGEMENT/TITLE I/HS	354.00
842	02/08/2018	44097	PAPERCLIP MEDIA, INC.	PARENT AND FAMILY ENGAGEMENT/TITLE I/HS	723.00
843	02/08/2018	44071	FIREFLY COMPUTERS, LLC	PARENT AND FAMILY ENGAGEMENT/TITLE I/JHS	1,016.00
844	02/08/2018	16212	LEARNING ZONEXPRESS INC	PARENT AND FAMILY ENGAGEMENT/TITLE I./ST MARYS	162.50
845	02/08/2018	43584	BRIGHT IDEAS PRESS, LLC	MATH AND ENGLISH MATERIALS/TITLE I/ST MARYS	2,253.63
846	02/08/2018	14444	CARSON-DELLOSA PUB. CO., INC.	READING MATERIAL/TITLE I/ST. MARYS	725.35
847	02/08/2018	15994	AMAZON CAPITAL SERVICES	MATH MATERIALS/TITLE I/ST. MARYS	193.28
848	02/09/2018	42234	CHALK'S TRUCK PARTS, INC.	HEATER MOTORS PER QUOTE #748009/TRANSPORTATION	137.18
849	02/09/2018	12682	MIDWEST BUS SALES, INC.	BUS AM/FM RADIOS/TRANSPORTATION	611.10
850	02/09/2018	12963	OKLAHOMA DEPT. OF CAREER & TECH ED.	CARL PERKINS GRANT TRAINING	60.00
851	02/13/2018	44098	XTREME WASH GEAR LLC	POWER WASHER ON TRAILER PER QUOTE/TRANSP.	5,237.00
852	02/13/2018	40123	ROBERTS TRUCK CENTER OF OK LLC	POWER STEERING PUMP PER QUOTE Q40431	451.80
853	02/13/2018	15994	AMAZON CAPITAL SERVICES	FLAG DISPLAY CASE/THERMOMETER/WEBB/JH	113.15
854	02/14/2018	43898	FORECAST 5 ANALYTICS, INC.	SOFTWARE FOR ADMINISTRATIVE REPORTS	4,500.00
855	02/14/2018	17836	MULTI-HEALTH SYSTEMS, INC.	PSYCH TESTING SUPPLIES/SPECIAL ED	62.00
856	02/14/2018	17839	MOORE NORMAN TECHNOLOGY CENTER	PARAPROFESSIONAL TRAINING/SPECIAL ED	264.00
857	02/14/2018	42347	SCOTT L. CROUSE	PSYCH SCORING SYSTEM/SPECIAL ED	104.99
858	02/14/2018	10347	BUREAU OF EDUCATION & RESEARCH, INC	OCCUPATIONAL THERAPY TRAINING/SPECIAL ED	239.00
859	02/15/2018	16611	ATC HOLDCO	BUS CARRIER BEARING/TRANSPORTATION	198.87
860	02/15/2018	11849	JERRY D. JONES	WRECKER SERVICE/TRANSPORTATION	500.00
861	02/20/2018	13229	QUILL CORPORATION	SHREDDER FOR SP ED CLASS/STUDENT TRAINING	199.99
862	02/23/2018	40123	ROBERTS TRUCK CENTER OF OK LLC	EXHAUST PIPE PER QUOTE/TRANSPORTATION	448.62
		40775	APPLE STORE	TECHNOLOGY/CARL	2,099.00

# **Purchase Order Register**

PO No	Date	Vendor No	Vendor	Description	Amount
864	02/23/2018	15926	DELL MARKETING L.P.	TECHNOLOGY/CARL PERKINS/K BLAKEMORE	2,124.02
865	02/23/2018	15994	AMAZON CAPITAL SERVICES	AV CART/CARL PERKINS/K BLAKEMORE	72.66
866	02/23/2018	44071	FIREFLY COMPUTERS, LLC	CHROMEBOOKS/CARL PERKINS/BLAKEMORE/PETTY	3,810.00
867	02/23/2018	43912	UNITED DATA TECHNOLOGIES, INC.	PRINTER/CARL PERKINS/DARCY/PETERMAN	4,286.50
868	02/23/2018	11619	HOME DEPOT CREDIT SERVICES	APPLIANCES/CARL PERKINS/MOORE	1,353.00
869	02/23/2018	15994	AMAZON CAPITAL SERVICES	KITCHEN APPLIANCES/CARL PERKINS/PETTY	812.39
870	02/23/2018	44071	FIREFLY COMPUTERS, LLC	TECHNOLOGY/CARL PERKINS/DRAKE/HS	2,540.00
871	02/23/2018	16667	CDW DIRECT LLC	HEADPHONES/CARL PERKINS/DRAKE/HS	1,440.36
872	02/23/2018	42330	NEWEGG BUSINESS, INC	TECHNOLOGY/CARL PERKINS/DRAKE/HS	145.90
873	02/23/2018	43719	Best Buy Stores, L.P.	TECHNOLOGY/CARL PERKINS/DRAKE/HS	1,220.52
874	02/23/2018	11849	JERRY D. JONES	WRECKER SERVICE/TRANSPORTATION	600.00
875	02/23/2018	16611	ATC HOLDCO	REPAIRS TO BUS #46/TRANSPORTATION	1,323.36
876	02/23/2018	40123	ROBERTS TRUCK CENTER OF OK LLC	REPAIRS TO BUS #56/TRANSPORTATION	2,135.51
877	02/26/2018	44105	ACTIVITIES FOR LEARNING, INC.	MATH MATERIALS/TITLE I/ST. MARYS	409.50
878	02/26/2018	44106	WILLIAM H. SADLIER, INC.	READING MATERIALS/TITLE I/ST. MARY'S	643.44
879	02/26/2018	14377	FOLLETT SCHOOL SOLUTIONS, INC	BOOKS FOR LIBRARY/HUDSON/HS	1,496.24
880	02/26/2018	15994	AMAZON CAPITAL SERVICES	CSIM SUPPLIES/STEM/DARCY/JH	45.27
881	02/27/2018	11642	HOUGHTON MIFFLIN HARCOURT PUB. CO.	SCORING SERVICE FOR 3RD GRADE COGAT	500.00
882	02/27/2018	15994	AMAZON CAPITAL SERVICES	OFFICE CHAIRS/CHAPPLE/ADMIN	107.08
883	02/27/2018	15408	SCHOOL SPECIALTY, INC	OK BUCKLE DOWN MATH PRACTICE TESTS/JH	1,208.26
884	02/27/2018	14377	FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS/MANN/FOGARTY	716.15
885	02/27/2018	17961	NCS PEARSON, INC.	SOFTWARE LICENSE/TITLE I/FOGARTY	3,900.00
886	02/27/2018	42330	NEWEGG BUSINESS, INC	CHROMEBIT FOR CAFETERIA TV'S/HS	264.72
887	02/27/2018	11849	JERRY D. JONES	WRECKER SERVICE/TRANSPORTATION	1,000.00
888	02/27/2018	12682	MIDWEST BUS SALES, INC.	PARK BRAKE AND WATER SENSORS/TRANSPORTATION	618.40
889	03/02/2018	44110	CDW LLC	FLEXCAM/SCIENCE/REDUS/HS	516.63
890	03/02/2018	15994	AMAZON CAPITAL SERVICES	CLASS LAB	88.41
				SUPPLIES/MOORE/FACS/HS	20

# **Purchase Order Register**

Amount	Description	Vendor	<b>Vendor No</b>	Date	PO No
1,000.00	PROF. DEVEL./CARL PERKINS/DRAKE	REPRODUCTION ENTERPRISES, INC.	44088	03/02/2018	891
13,741.70	DIESEL FUEL PER QUOTE/TRANSPORTATION	RED ROCK DISTRIBUTING CO.	13286	03/02/2018	892
4,687.35	REPAIRS TO BUS #56 PER QUOTE/TRANSPORTATION	ROBERTS TRUCK CENTER OF OK LLC	40123	03/02/2018	893
335.00	WINDOW REPLACEMENT/TRANSPORTATION	WESTERN GLASS & ATV, INC.	17992	03/02/2018	894
51.62	MILEAGE REIMBURSEMENT/WORK COMP	TINA MICHELLE JORDAN	83761	03/02/2018	895
\$90,336.41	-Payroll Total:	Nor			
\$0.00	Payroll Total:				
\$90,336.41	Report Total:				

# **Purchase Order Register**

**Options:** Year: 2017-2018, Fund: Building, Date Range: 7/1/2017 - 6/30/2018, PO Range: 220 - 243

PO No	Date	Vendor No	Vendor	Description	Amount
220	02/05/2018	10110	HENKE & WANG PLUMBING	REPLACE WATER HEATER IN GUES CLASSROOM 411	600.00
221	02/06/2018	15969	SOUTHWEST PAPER, INC - OKC	VACUUM BAGS FOR BACKPACK VAC	38.68
222	02/07/2018	44013	CENTRAL OKLAHOMA WINNELSON	DISTRICT PLUMBING SUPPLIES	451.90
223	02/07/2018	15969	SOUTHWEST PAPER, INC - OKC	RESTROOM PARTITIONS FOR HS MENS	1,204.60
224	02/07/2018	12967	OKLAHOMA HOME CENTERS, INC.	DISTRICT SUPPLIES	1,000.00
225	02/07/2018	43992	INTEGRITY HEAT & AIR, LLC	HVAC REPAIRS	541.77
226	02/07/2018	10130	AUTO-CHLOR SERVICES, LLC	REPAIRS TO DISH MACHINE AT COTTERAL	500.00
227	02/08/2018	17249	S. T. BOLDING III	ADD POWER FOR WATER HEATER IN CONCESSION STAND	600.00
228	02/12/2018	17447	HUNTER MECHANICAL & CONTROLS, INC.	BOILER REPAIRS AT JR HIGH	500.00
229	02/13/2018	42004	ROBERT BROOKE & ASSOCIATES	BOLTS AND NUTS FOR HS BLEACHERS	111.48
230	02/13/2018	15969	SOUTHWEST PAPER, INC - OKC	DISTRICT CUSTODIAL SUPPLIES	2,066.34
231	02/13/2018	43749	TREAT'S SOLUTIONS, LLC	CUSTODIAL SUPPLIES	1,868.88
232	02/13/2018	11619	HOME DEPOT CREDIT SERVICES	CEILING TILE FOR HIGH SCHOOL	129.90
233	02/14/2018	10130	AUTO-CHLOR SERVICES, LLC	DISH MACHINE REPAIRS/COTTERAL/FOGARTY/CE NTRAL	600.00
234	02/15/2018	42004	ROBERT BROOKE & ASSOCIATES	DOOR HINGES	139.29
235	02/15/2018	43998	MIDWEST REFRIGERATION, INC.	HVAC REPAIRS	500.00
236	02/16/2018	43992	INTEGRITY HEAT & AIR, LLC	DISTRICT HVAC REPAIRS	500.00
237	02/16/2018	10110	HENKE & WANG PLUMBING	DISTRICT PLUMBING REPAIRS	500.00
238	02/20/2018	15969	SOUTHWEST PAPER, INC - OKC	BATTERIES FOR HS SCRUBBER	795.00
239	02/23/2018	44013	CENTRAL OKLAHOMA WINNELSON	PLUMBING SUPPLIES	191.22
240	02/23/2018	43749	TREAT'S SOLUTIONS, LLC	DISTRICT ICE MELT	850.00
241	02/27/2018	12967	OKLAHOMA HOME CENTERS, INC.	DISTRICT SUPPLIES	1,000.00
242	03/02/2018	43749	TREAT'S SOLUTIONS, LLC	ROLL TOWELS	1,326.83
243	03/02/2018	15969	SOUTHWEST PAPER, INC - OKC	CUSTODIAL SUPPLIES	503.01
			Nor	n-Payroll Total:	\$16,518.90
					1
				Payroll Total:	\$0.00 \$16,518.90

### **Change Order Listing**

**Options:** Fund: GEN FUND-FOR OP, Year: 2017-2018, ReferenceDate: PO Approval Date, Date Range: 2/6/2018 - 3/5/2018, PO Range: 1 - 813, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
17	07/01/2017	12332	LOGAN COUNTY HEALTH DEPT	NURSING SERVICES FOR 2017-18	-4,000.00
169	07/01/2017	12686	LOREN L JONES	PRINTING SERVICES/HS	1.85
175	07/01/2017	17940	PROSPERITY BANK	FUEL FOR OUT OF TOWN TRIPS/AG	-42.85
620	11/08/2017	13438	ROSS TRANSPORTATION, INC.	NEW RICON LIFT FOR BUS 55/TRANSPORTATION	94.07
				Non-Payroll Total:	(\$3,946.93)
				Payroll Total:	\$0.00
				Report Total:	(\$3,946.93)

## **Change Order Listing**

**Options:** Fund: Building, Year: 2017-2018, ReferenceDate: PO Approval Date, Date Range: 2/6/2018 - 3/5/2018, PO Range: 1 - 219, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
102	09/13/2017	17249	S. T. BOLDING III	DISTRICT ELECTRICAL SE AND REPAIRS	RVICE -36.51
142	10/25/2017	43998	MIDWEST REFRIGERATION, INC.	BOILER AND CHILLER SEI	-10.00
				Non-Payroll Total:	(\$46.51)
				Payroll Total:	\$0.00
				Report Total:	(\$46.51)

# ACTIVITY FUND – FUND 60 BANK RECONCILIATION – FARMERS & MERCHANTS BANK As of 2/28/2018

GENERAL LEDGE	R ACCOUNT	BANK RECONCILIATION			
Balance (2/01/18)	\$509,566.25	Balance per bank statement As of (2/28//18)	\$546,830.26		
Add Receipts	\$ 67,749.48	Add Deposits in Transit	\$ 950.96		
Less Checks Written	\$ 56,981.00	less O/S Checks	\$ 27,446.49		
Adjustments	\$	*Adjustments Bank correction	\$ \$		
Balance per Ledger	\$520,334.73	Balance per Ledger	\$520,334.73		

# Adjustment/Correction explanations:

This information is accurate and correct to the best of my knowledge.

**Activity Fund Clerk** 

3/1/18 Date

# Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 2/1/2018 - 2/28/2018

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 CENTRAL FACULTY	\$140.95	\$0.00	\$0.00	\$100.00	\$40.95	\$0.00	\$40.95
802 CENTRAL ACTIVITY	\$12,402.60	\$100.00	\$0.00	\$679.01	\$11,823.59	\$1,886.06	\$9,937.53
803 CENTRAL PTO	\$10,564.41	\$555.30	\$43.83	\$183.54	\$10,980.00	\$0.00	\$10,980.00
804 COTTERAL PTO	\$11,311.50	\$1,130.55	\$135.83	\$648.32	\$11,929.56	\$1,354.71	\$10,574.85
805 COTTERAL ACTIVITY	\$19,766.93	\$132.00	\$0.00	\$153.85	\$19,745.08	\$2,111.14	\$17,633.94
806 COTTERAL FACULTY	\$324.92	\$0.00	\$0.00	\$0.00	\$324.92	\$0.00	\$324.92
808 FOGARTY PARENTS ORG.	\$16,311.77	\$1,361.97	(\$48.17)	\$3,029.20	\$14,596.37	\$1,225.88	\$13,370.49
809 FOGARTY ACTIVITY	\$17,870.25	\$11.00	\$0.00	\$640.94	\$17,240.31	\$1,955.33	\$15,284.98
810 FOGARTY FACULTY	\$630.27	\$58.55	\$0.00	\$0.00	\$688.82	\$0.00	\$688.82
811 Elem Snack Grant	\$2,802.80	\$0.00	\$0.00	\$495.92	\$2,306.88	\$285.01	\$2,021.87
812 GUES ACTIVITY	\$31,777.44	\$267.00	\$0.00	\$2,141.95	\$29,902.49	\$15,112.24	\$14,790.25
813 GUES FACULTY	\$1,590.84	\$306.45	\$0.00	\$25.78	\$1,871.51	\$520.00	\$1,351.51
815 GUES PARENTS ORG.	\$22,582.26	\$6,957.53	\$43.85	\$2,641.53	\$26,942.11	\$3,138.24	\$23,803.87
816 GHS SPECIAL KIDS	\$488.00	\$0.00	\$0.00	\$0.00	\$488.00	\$218.82	\$269.18
817 ART JUNIOR HIGH	\$28.60	\$0.00	\$0.00	\$0.00	\$28.60	\$0.00	\$28.60
818 JH BUILDERS CLUB	\$336.54	\$0.00	\$0.00	\$0.00	\$336.54	\$50.00	\$286.54
819 ATHLETICS JUNIOR HIGH	\$16,667.78	\$1,180.00	\$0.00	\$849.20	\$16,998.58	\$3,959.74	\$13,038.84
820 GOLF JUNIOR HIGH	\$2,155.49	\$0.00	\$0.00	\$0.00	\$2,155.49	\$0.00	\$2,155.49
821 FHA JUNIOR HIGH	\$2,202.04	\$83.00	\$0.00	\$104.00	\$2,181.04	\$1,024.40	\$1,156.64
822 HONOR SOCIETY JR HIGH	\$3,067.10	\$725.00	\$0.00	\$0.00	\$3,792.10	\$615.00	\$3,177.10
823 JR HIGH ACCOUNT	\$3,553.26	\$0.00	\$0.00	\$49.50	\$3,503.76	\$53.50	\$3,450.26
824 JR HIGH FACULTY	\$1,363.05	\$90.00	\$0.00	\$183.60	\$1,269.45	\$45.00	\$1,224.45
825 LIBRARY JR HIGH	\$2,532.02	\$0.00	\$0.00	\$0.00	\$2,532.02	\$0.00	\$2,532.02
826 LEARN 2 LOVE	\$11,332.26	\$828.50	\$0.00	\$64.56	\$12,096.20	\$100.00	\$11,996.20
827 CHEERLEADERS JR HIGH	\$2,753.32	\$0.00	\$0.00	\$0.00	\$2,753.32	\$61.27	\$2,692.05
830 STUCO JH	\$3,914.24	\$1,723.89	\$0.00	\$297.51	\$5,340.62	\$135.00	\$5,205.62
831 T.S.A. JR HIGH	\$1,481.46	\$0.00	\$0.00	\$0.00	\$1,481.46	\$0.00	\$1,481.46
832 YEARBOOK JR HIGH	\$2,264.52	\$190.00	\$0.00	\$0.00	\$2,454.52	\$406.00	\$2,048.52
834 JR HIGH ACADEMIC TEAM	\$170.74	\$0.00	\$0.00	\$0.00	\$170.74	\$0.00	\$170.74
850 ACADEMIC TEAM HS	\$47.70	\$0.00	\$0.00	\$0.00	\$47.70	\$0.00	\$47.70
851 ART CLUB HS	\$6,639.43	\$0.00	\$0.00	\$217.48	\$6,421.95	\$316.00	\$6,105.95
852 ATHLETICS HS	\$74,255.73	\$5,677.90	\$0.00	\$11,330.16	\$68,603.47	\$29,032.90	\$39,570.57
853 HS CHEER	\$2,960.12	\$50.00	\$0.00	\$200.00	\$2,810.12	\$0.00	\$2,810.12
854 FOOTBALL CAMP	\$1,176.83	\$0.00	\$0.00	\$0.00	\$1,176.83	\$0.00	\$1,176.83
855 TENNIS HS	\$10,210.44	\$2,529.00	\$0.00	\$1,984.00	\$10,755.44	\$6,685.00	\$4,070.44
856 GHS LIBRARY	\$1,532.01	\$0.00	\$0.00	\$0.00	\$1,532.01	\$0.00	\$1,532.01
857 YOUTH & GOVERNMENT HS	\$51.94	\$0.00	\$0.00	\$0.00	\$51.94	\$0.00	\$51.94
858 GHS LINK CREW	\$133.99	\$0.00	\$0.00	\$0.00	\$133.99	\$0.00	\$133.99
859 BAND (OPERATING) HS	\$7,730.30	\$1,255.00	\$0.00	\$416.87	\$8,568.43	\$2,233.22	\$6,335.21
860 CLASS OF 2021 HS	\$481.24	\$0.00	\$0.00	\$0.00	\$481.24	\$0.00	\$481.24
861 CLASS OF 2017 HS	\$1,959.85	\$0.00	\$0.00	\$0.00	\$1,959.85	\$0.00	\$1,959.85
862 CLASS OF 2018 HS	\$5,046.04	\$200.00	\$0.00	\$0.00	\$5,246.04	\$529.40	\$4,716.64
863 CLASS OF 2019 HS	\$5,560.51	\$150.00	\$0.00	\$0.00	\$5,710.51	\$425.00	\$5,285.51
864 GHS ALUMNI ACCOUNT	\$2,499.32	\$0.00	\$0.00	\$0.00	\$2,499.32	\$0.00	\$2,499.32
869 ENGLISH CLUB	\$1,602.11	\$0.00	\$0.00	\$0.00	\$1,602.11	\$0.00	\$1,602.11
870 HS FACULTY/COURTESY ACCOUNT	\$1,503.04	\$98.95	\$0.00	\$4.74	\$1,597.25	\$569.33	\$1,027.92
871 HS STUDENT PANTRY	\$3,203.63	\$0.00	\$0.00	\$0.00	\$3,203.63	\$2,200.00	\$1,003.63
872 CLASS OF 2020	\$2,099.30	\$35.00	\$0.00	\$0.00	\$2,134.30	\$0.00	\$2,134.30
873 SPEECH HS	\$503.25	\$0.00	\$0.00	\$0.00	\$503.25	\$0.00	\$503.25
876 FFA 4H BOOSTER CLUB HS	\$43,580.85	\$3,614.35	\$0.00	\$12,838.70	\$34,356.50	\$4,544.53	\$29,811.97
877 FFA HS	\$14,490.65	\$11,441.00	\$0.00	\$7,677.80	\$18,253.85	\$16,205.27	\$2,048.58
878 FCCLA (FHA) HS	\$568.49	\$0.00	\$0.00	\$30.00	\$538.49	\$385.00	\$153.49
879 FOREIGN LANGUAGE SPAN HS	\$3,814.32	\$0.00	\$0.00	\$0.00	\$3,814.32	\$27.00	\$3,787.32
881 Lady Jays Basketball	\$2,202.10	\$0.00	\$0.00	\$467.91	\$1,734.19	\$0.00	\$1,734.19

# Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 2/1/2018 - 2/28/2018

938 NATIVE AMERICAN PARENT COM	\$205.72	\$16.00 \$0.00	\$0.00 \$0.00	\$0.00	\$60.77 \$205.72	\$0.00	\$60.77 \$205.72
936 GUES HONOR CHOIR 937 FAVER ACTIVITY	\$587.93 \$44.77	\$0.00	\$0.00	\$0.00	\$587.93	\$0.00	\$587.93
935 VENDING MACHINE ADMIN	\$659.65	\$0.00	\$0.00	\$66.00	\$593.65	\$273.91	\$319.74
934 TRANSPORTATION C&C	\$2,630.48	\$814.05	\$0.00	\$535.45	\$2,909.08	\$1,138.28	\$1,770.80
933 FAVER C&C	\$139.43	\$0.00	\$0,00	\$0.00	\$139.43	\$0.00	\$139.43
932 SUMMER SCHOOL HS	\$1,525.00	\$0.00	\$0.00	\$0.00	\$1,525.00	\$0.00	\$1,525.00
930 DISTRICT ELEM. PTO	\$175.34	\$0.00	(\$175.34)	\$0.00	\$0.00	\$0.00	\$0.00
929 SPECIAL OLYMPICS	\$24,493.34	\$1,900.00	\$0.00	\$170.54	\$26,222.80	\$540.28	\$25,682.52
927 HALL OF FAME BANQUET	\$891.17	\$0.00	\$0.00	\$0.00	\$891.17	\$0.00	\$891,17
925 GENERAL FUND REFUND	\$4,087.74	\$130.10	\$0.00	\$0.00	\$4,217.84	\$0.00	\$4,217.84
922 COURTESY COMMITTEE ADMIN	\$88.87	\$0.00	\$0.00	\$0.00	\$88.87	\$170.00	(\$81.13)
913 DRAMA HS	\$1,403.87	\$2,221.50	\$0.00	\$187.00	\$3,438.37	\$477.00	\$2,961.37
912 GHS BUSINESS PROF OF AMERICA	\$597.44	\$0.00	\$0.00	\$0.00	\$597.44	\$0.00	\$597.44
911 FFA BUILDING FUND	\$3,439.15	\$100.00	\$0.00	\$303.77	\$3,235.38	\$535.00	\$2,700.38
908 VOCAL TRIP ACCOUNT HS	\$58.14	\$0.00	\$0.00	\$0.00	\$58.14	\$0.00	\$58.14
907 HS MEMORIAL FUND	\$73.92	\$0.00	\$0.00	\$0.00	\$73.92	\$0.00	\$73.92
904 YEARBOOK HS	\$15,755.43	\$546.00	\$0.00	\$0.00	\$16,301.43	\$0.00	\$16,301.43
902 VOCAL HS	\$423.11	\$5,605.00	\$0.00	\$886.09	\$5,142.02	\$3,173.44	\$1,968.58
900 CAMPUS BEAUTIFICATION HS	\$5,921.14	\$70.00	\$0.00	\$0.00	\$5,991.14	\$1,000.00	\$4,991.14
899 STUDENT COUNCIL HS	\$5,600.18	\$355.00	\$0.00	\$0.00	\$5,955.18	\$4,041.96	\$1,913.22
898 SCIENCE CLUB HS	\$5,983.58	\$100.00	\$0.00	\$173.21	\$5,910.37	\$1,087.86	\$4,822.51
897 SOCCER CLUB HS	\$5,205.11	\$0.00	\$0.00	\$0.00	\$5,205.11	\$5,020.00	\$185.11
896 S.A.D.D. HS	\$40.02	\$0.00	\$0.00	\$0.00	\$40.02	\$0.00	\$40.02
895 JROTC HS	\$3,577.34	\$340.00	\$0.00	\$0.00	\$3,917.34	\$1,075.00	\$2,842.34
893 MU ALPHA THETA HS	\$954.04	\$40.00	\$0.00	\$0.00	\$994.04	\$0.00	\$994.04
892 MATH OF FINANCE	\$34.58	\$9.00	\$0.00	\$0.00	\$43.58	\$0.00	\$43.58
889 KEY CLUB HS	\$524.29	\$0.00	\$0.00	\$0.00	\$524.29	\$250.00	\$274.29
888 JOURNALISM HS	\$387.30	\$0.00	\$0.00	\$0.00	\$387.30	\$0.00	\$387.30
886 HONOR SOCIETY HS	\$1,078.44	\$0.00	\$0.00	\$0.00	\$1,078.44	\$0.00	\$1,078.44
885 STUDENT SUPPORT HS	\$2,840.03	\$405.50	\$0.00	\$123.21	\$3,122.32	\$106.56	\$3,015.76
884 HIGH SCHOOL ACCOUNT	\$11,448.75	\$3,858.18	\$0.00	\$830.66	\$14,476.27	\$1,581.94	\$12,894.33
883 HERITAGE CLUB HS	\$1,210.57	\$692.27	\$0.00	\$0.00	\$1,902.84	\$660.00	\$1,242.84
882 GUTHRIE RUNNING CLUB HS	\$2,014.02	\$1,073.75	\$0.00	\$59.01	\$3,028.76	\$1,530.99	\$1,497.77
	Balance	Receipts	Entries	Payments	Balance	Unpaid POs	End Balance



Tel: 405.275.5690 Fax: 405.275.7091

www.wengage.com



FEB 0 9 2018

OFFICE OF THE SUPERINTENDENT GUTHRIE PUBLIC SCHOOLS

All of us at Municipal Accounting Systems, Inc. would like to thank you for a very productive year. With this year coming to a close, it is once again time to renew your Software Service Agreement(s) for the 2018-2019 school year. We appreciate the opportunity to serve you and look forward to working with you in the upcoming year.

We have enclosed the 2018-2019 Software Service Agreement(s). Please sign and return to our office by May 31, 2018.

If you have any questions regarding your agreement(s), please call 1-800-749-5691 or 405-275-5690.

Thank you for your continued business.

Pam Humphrey

Municipal Accounting Systems, Inc.

Pam Humphrey



Term of Agreement: 2018-2019 Fiscal Year

**Customer: GUTHRIE PUBLIC SCHOOLS** 

Addr:

**802 EAST VILAS** 

**GUTHRIE OK 73044** 

October Membership: 3412

MAS: MUNICIPAL ACCOUNTING SYSTEMS, INC.

Addr:

908 EAST 35TH STREET

SHAWNEE, OK 74804

Phone: (800)749-5691

Fax: (405)275-7091

Email: dhumphrey@wengage.com

Re-Occurring Fiscal Year Charges	
Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the	e latest October 1 count.
Description	Total
Appropriated Funds	\$10,000.00
Payroli	NA
- Usage Fee Included In Appropriated Funds	
Treasurer	\$1,706.00
Activity Funds	\$853.00
Personnel	\$1,706.00
Purchase Requisition	\$1,706.00
Business Manager -Additional Contact(s): 1 - Amount: \$0.00	NA

Total 2018-2019 Fiscal Year Charges: \$15,971.00

#### **Terms and Conditions**

- The software charge includes phone support for one (1) designated contact per application. Additional contacts can be added at an additional cost. MAS shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. MAS shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- 3. On-site training (by appointment only) will be charged \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and \$.55/mile roundtrip. Additional time is \$100.00 per hour.
- 4. Customer agrees that MAS shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- 5. The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
- 6. This agreement shall be governed by the Laws of the State of Oklahoma.

#### Software as a Service

- Definitions.
  - (a) Application means the software and other material used by MAS to access, configure, and provide the Services.
  - (b) Charges means the fees payable by Customer pursuant to the Software Service Order Agreement.
  - Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
  - Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.



Term of Agreement: 2018-2019 Fiscal Year

- (e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
- (f) Privacy Policy and Terms of Service means the MAS Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
- (g) Service shall have the meaning set forth in the MAS Privacy Policy and Terms of Service.
- (h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.
- (i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.

#### 2. Service.

- (a) MAS Obligations. MAS hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; and (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service.
- (b) Customer Obligations. Customer hereby agrees, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MAS promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require MAS to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii), to accurately represent Customer's use of the Service and data obtained from the Service.
- Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and MAS. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.
- 4. Access to the Service, Attribution, and Charges.
  - (a) Customer Accounts. Customer must provide MAS with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.
  - (b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.
- 5. Availability, Maintenance, and Technical Support.
  - (a) Availability & Maintenance. MAS will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
  - (b) Technical Support. Unless otherwise provided in the Service Order Agreement, MAS will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.
- Intellectual Property Rights.
  - (a) MAS Intellectual Property. MAS and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no MAS Intellectual Property Rights are granted to Customer.
  - (b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.
  - (c) Feedback Relating to Services. MAS shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.
  - (d) Derivatives and Compilations of Usage Data. MAS shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.
- 7. Privacy and Personal Information.
  - (a) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at www.wengage.com.
- Term; Termination.
  - (a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or MAS.
  - (b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges.

    MAS may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.
  - (c) Breach. MAS may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of MAS's notice to Customer.
- 9. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."
  - (a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations,



Term of Agreement: 2018-2019 Fiscal Year

partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to MAS or its third-party licensor (as appropriate), and MAS hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.

- (b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.
- (c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.
- 10. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from MAS to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
- 11. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 7 ("Privacy and Personal Information"); Section 9 ("Confidential & Proprietary Information"), Section 12 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
- 12. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
- 13. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. MAS reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

Prepared By:	Davin Bunphuz	Date Prepared:	2/12/2018
Accepted By:		Date Accepted:	
Title:			



Term of Agreement: 2018-2019 Fiscal Year

**Customer: GUTHRIE PUBLIC SCHOOLS** 

Addr:

**802 EAST VILAS** 

**GUTHRIE OK 73044** 

October Membership: 3412

MAS: MUNICIPAL ACCOUNTING SYSTEMS, INC.

Addr: 908 EAST 35TH STREET

SHAWNEE, OK 74804

Phone: (800)749-5691 Fax: (405)275-7091

Email:

dhumphrey@wengage.com

atest October 1 count.
<b>Total</b> \$20,472.00
\$6,824.00
\$6,824.00
\$1,706.00
\$250.00

Total 2018-2019 Fiscal Year Charges: \$

\$36,076.00

#### **Terms and Conditions**

- The software charge includes phone support for two (2) designated Student Information contacts per accredited site, one (1) designated Gradebook contact per accredited site, and one (1) designated Lunch Room contact per lunchroom site. Additional contacts can be added at an additional cost. MAS shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. MAS shall have full and free access to the Customer equipment and software to provide support.
- 2. The software charge includes interactive online training via training videos and webinars.
- 3. On-site training (by appointment only) will be charged \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and \$.55/mile roundtrip. Additional time is \$100.00 per hour.
- 4. The Student Information software charge includes the SIF Agent for SIF 2.0r1 Wave Profile. Additional 2.0r1 Horizontal Agent Profiles can be added at an additional cost of \$ 0.50 per student X October membership.
- 5. Customer agrees that MAS shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- 6. The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
- 7. This agreement shall be governed by the Laws of the State of Oklahoma.

# MUNICIPAL ACCOUNTING SYSTEMS

### **Software Service Order Agreement**

Term of Agreement: 2018-2019 Fiscal Year

#### Software as a Service

#### 1. Definitions.

- (a) Application means the software and other material used by MAS to access, configure, and provide the Services.
- (b) Charges means the fees payable by Customer pursuant to the Software Service Order Agreement.
- (c) Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
- (d) Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
- (e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
- (f) Privacy Policy and Terms of Service means the MAS Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
- (g) Service shall have the meaning set forth in the MAS Privacy Policy and Terms of Service.
- (h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.
- (i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.

#### 2. Service.

- (a) MAS Obligations. MAS hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; and (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service.
- (b) Customer Obligations. Customer hereby agrees, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MAS promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require MAS to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii), to accurately represent Customer's use of the Service and data obtained from the Service.
- Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and MAS. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.
- 4. Access to the Service, Attribution, and Charges.
  - (a) Customer Accounts. Customer must provide MAS with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.
  - (b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.
- 5. Availability, Maintenance, and Technical Support.
  - (a) Availability & Maintenance. MAS will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
  - (b) Technical Support. Unless otherwise provided in the Service Order Agreement, MAS will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.
- Intellectual Property Rights.
  - (a) MAS Intellectual Property. MAS and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no MAS Intellectual Property Rights are granted to Customer.
  - (b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by MAS and In conjunction with automatically generated data such as IP address, time, and frequency of access.
  - (c) Feedback Relating to Services. MAS shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.
  - (d) Derivatives and Compilations of Usage Data. MAS shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.
- 7. Privacy and Personal Information.
  - (a) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at www.wengage.com.
- 8. Term; Termination.
  - (a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or MAS.



# Software Service Order Agreement Term of Agreement: 2018-2019 Fiscal Year

- (b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges.

  MAS may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.
- (c) Breach. MAS may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of MAS's notice to Customer.
- Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."
  - (a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to MAS or its third-party licensor (as appropriate), and MAS hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.
  - (b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.
  - (c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.
- 10. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from MAS to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
- 11. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 7 ("Privacy and Personal Information"); Section 9 ("Confidential & Proprietary Information"), Section 12 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
- 12. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
- 13. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. MAS reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

Davin Burphy	Date Prepared:	2/12/2018
	Date Accepted:	
	Danin Bunphuz	Date Hepared.



### **Horizontal SIF Agent Agreement**

Term of Agreement: 2018-2019 Fiscal Year

**Customer: GUTHRIE PUBLIC SCHOOLS** 

Addr: 802 EAST VILAS

**GUTHRIE OK 73044** 

MAS: MUNICIPAL ACCOUNTING SYSTEMS, INC.

Addr: 908 EAST 35TH STREET

(800)749-5691

Phone:

SHAWNEE, OK 74804

Fax: (405)275-7091

Email: dhumphrey@wengage.com

The Wen-GAGE i-Student Information System (i-SIS) is a SIF Certified solution that allows your school district to share data seamlessly between Wen-GAGE i-SIS and other SIF Certified applications, such as your library automation, food service, and instructional management systems.

At the core of any SIF deployment is a Zone Integration Server (ZIS). A ZIS is software that delivers data from one application to one or more other applications. The ZIS can be setup within your school district's network or outside of your school district's network at a hosting facility. This setup is based on your agreement with your ZIS vendor. Municipal Accounting Systems, Inc. does not provide a ZIS.

#### **Setup Information for School District**

The steps required to setup the Wen-GAGE i-SIS SIF Agent for use by your ZIS vendor are outlined below.

Step 1 – Check the data objects that you want to provide to the ZIS.

	School Info	Room Info
Calendar Summary	Calendar Date	Term Info
Staff Personal	Staff Assignment	School Course Info
Section Info	Student Personal	Student Contact
Student School Enrollment	Student Attendance Summary	Student Section Enrollment
Student Meal	Attendance Code Info	Student Daily Attendance
Student Section Marks	Discipline Incident	

**Step 3 –** Create a User in i-SecurityAdmin to allow authentication to the Wen-GAGE i-SIS SIF Agent. This user should be used solely for the purpose of authenticating to the Wen-GAGE i-SIS SIF Agent.

If you want to provide all students for all sites, the User will need the following roles:

SIAdministrator

StudentSSNReader

\_ Student Meal

Because the SIAdministrator role has access to all students for all sites, you do not specify the individual students to provide. By default, all students for all sites will be provided.

if you want to provide only specific students, the User will need the following roles:

Note: Do NOT assign this user the SIAdministrator role.

Account/PayStatusReaderWriter

Activity/ScheduleReader

Assignment/Elig/GradesReader

AttendanceReader

CorrespondenceReader

DemographicsReaderWriter

DisciplineReader

SIUser

# MUNICIPAL ACCOUNTING SYSTEMS

### **Horizontal SIF Agent Agreement**

Term of Agreement: 2018-2019 Fiscal Year

SpecialNeedsReader StudentSSNReader

For this user, you must also specify the students you wish to provide.

To provide students individually, use the Edit Students option from the Main Menu. With this option, you can select one or more students to add to the User.

To provide all the students in a site, use the Edit Sites option from the Main Menu. With this option, you can select one or more sites to add to the User. Note: If you add a site to the User, all students in that site will be provided.

Step 4 – Provide Municipal Accounting Systems, Inc. with the Username and hash of the Password to authenticate to the Wen-GAGE i-SIS SIF Agent. You can get the hash of the Password from i-Security Admin by selecting the User, then selecting the Get Password Hash option from the Main Menu.

Step 5 – Specify the Zone URL and SourceID of the ZIS to which the Wen-GAGE i-SIS SIF Agent will connect. This information can be provided to you by your ZIS vendor.

Zone URL:		 
	<u> </u>	 
SourceID:	 	

Step 6 – Read the following Acknowledgement, Representations, and Agreements section below. Sign and date this document and return to Municipal Accounting Systems, Inc.

### Further Acknowledgement, Representations, and Agreements of the Parties

- 1. It is understood and agreed that Municipal Accounting Systems, Inc. is not responsible for the security of the data once it has been provided by the Wen-GAGE i-SIS SIF Agent.
- 2. It is understood and agreed that Municipal Accounting Systems, Inc. is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall Municipal Accounting Systems, Inc. be deemed to be a direct or indirect transferor of information/data to any third party. Municipal Accounting Systems is <u>only</u> providing software (Wen-GAGE i-SIS SIF Agent) that will allow the school district to share data between their other SIF Certified applications.
- 3. That the School District, Educational Agency or Institution hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
- 4. That the School District, Educational Agency or Institution hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
- 5. That the School District, Educational Agency or Institution hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
- 6. That the School District, Educational Agency or Institution hereby agrees that it shall defend, indemnify, reimburse, and make whole in any manner, Municipal Accounting Systems, Inc. for any form of damages sustained as a direct or indirect result of School District's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that Municipal Accounting Systems, Inc. could incur.
- 7. That the <u>School District, Educational Agency or Institution</u> represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data

2/1/2018 2:34:02 PM Page 2 of 3



## **Horizontal SIF Agent Agreement**

Term of Agreement: 2018-2019 Fiscal Year

is transferred by it to a third party.

Please Read This Document Carefully Before Si	gning
Authorized Signature:	Date:
Printed Name:	
Title:	
Affidavit of Signing Person	
· · · · · · · · · · · · · · · · · · ·	under penalty of perjury, that he/she is authorized to execute this document on the authority to bind GUTHRIE PUBLIC SCHOOLS to the agreements, intations made herein.
Authorized Signature:	Date:
Printed Name	

#### Wen-GAGE Authorized Phone Support

#### **Description of Contact Types**

SI Admin (Student Information Administrator) — Responsible for overseeing applications, assigning passwords, and application installation for the i-Student Information System Product Suite.

SI (Student Information) - Responsible for data entry and reporting in the i-Student Information application.

GB (Gradebook)—'Go to' person for the Instructors, responsible for overseeing and supporting the i-Gradebook application portals.

LR (Lunch Room) — Responsible for data entry and reporting in the i-Lunch Room Administration and i-Lunch Room Cashier applications.

BM (Business Manager)—Responsible for managing applications and assigning passwords for the i-Accounting System Product Suite.

AP (Encumbrance Clerk)—Responsible for data entry and reporting in the i-Accounts Payable application.

PR (Payroll Clerk)—Responsible for data entry, calculating and reporting in the i-Payroll application.

TR (Treasurer)—Responsible for data entry and reporting in the i-Treasurer application.

AF (Activity Fund/Cash Funds Custodian)—Responsible for data entry and reporting for the 60 series cash funds in the i-Accounts Payable and i-Treasurer applications. See \*\*AF below.

PS (Personnel)—Responsible for data entry and reporting in the i-Personnel application.

PuR (Purchase Requisition) — 'Go to' person for the staff, responsible for overseeing and supporting the i-Purchase Requisition application.

Contact Type		Application									
	i-Security Administration	i-Student Information	i-Gradebook 2.0	i-Lunch Room Administration	i-Lunch Room Cashier	i-Accounts Payable	i-Payroll	i-Treasurer	i-Activity	i-Personnel	i-Purchase Requisition
SI Admin*	x	×	×	X	x						
SI		X	X								
GB		x	×								
LR				X	X						
BM*						x	X	X	X	X	X
AP						X					
PR						X	Х		4	X	
TR								X			
AF**						Х		X	Х		
PS										×	
PuR											×

Superintendent—May request support for any system by calling 800.749.5691.

SI Administrator—May request support for i-Student Information, i-Gradebook and i-Lunch Room applications, therefore does not need to be listed as an authorized software support contact.

Business Manager—May request support for any i-Accounting application, therefore does not need to be listed as an authorized software support contact.

District Tech—May request technical support for application installation or setup by calling 800.749.5691. NOTE: Application software support should be initiated by the authorized contact the tech is assisting.

\*Contact Types related to security—Superintendent, SI Admin and BM.

\*\*AF—Limited to 60 series cash funds and those funds your district designates as a cash fund in the Classification Codes file.

NOTE: Your 'Software Service Order Agreement' and 'Authorized Software Support Contacts' list detail the number of contacts available by application. Additional software support contacts can be added for an annual fee of \$250 each.

Re: Horizontal SIF Agent Agreement

风 I do not want to change my Horizontal SIF Agent setup information for the 2018-2019 school year. I authorize Municipal Accounting Systems, Inc. to use my district's 2017-2018 Horizontal SIF Agent setup information for the 2018-2019 school year. *Please sign below and return with your entire agreement.
□ I do want to change my Horizontal SIF Agent setup information for the 2018-2019 school year. I have filled out the attached Horizontal SIF Agent Agreement. *Please sign below and return with your entire agreement.
Authorized Signature:
Printed Name:
Title:
Date:
Thank You,
Municipal Accounting Systems, Inc.

## **MEMORANDUM:**

**TO:** Members of the Board of Education and Dr. Simpson, Superintendent

**FROM:** Angie Smedley, Director of Special Education and Laura Benham, Guthrie Special

Olympics Coordinator

**SUBJECT:** State Special Olympics Summer Games

**DATE:** March 2, 2018

For the past several years, some of our Special Education Students with Intellectual Disabilities ages 8 through twelfth grades along with their coaches and volunteers have attended the State Special Olympics Summer Games in Stillwater in May. The entire cost of this activity is paid from the Guthrie Special Olympics Activity Fund. They younger students and students with significant disabilities attend the day events only and return home to Guthrie each evening. Students in grade 5 -12 stay in Stillwater at night to participate in daytime and evening events. Lasts school year the cost of registration, housing, and food for grade 4-12 was approximately \$9500.00, including the cost of substitutes and transportation.

For the current year, we propose that the younger students (ages 8-4<sup>th</sup> grade) and students with significant multiple disabilities continue to be transported to attend the day events only. Students in grades 5-12 will stay in Stillwater and participate in the day and evening activities sponsored by Special Olympics. This year all students spending the night will stay in the dorms at the OSU campus with their coaches and chaperones. We have five families that will by staying with their child at the Cimarron Hotel and Suite due to the amount of care needed by their child. The cost for grades 3-12 will be approximately \$5300 for housing, \$240 for registration, and \$1000 for food and drinks and snacks, \$3120 for substitutes and \$300 for transportation, for an approximate total of \$9960.00. The approximate number of students and adult sponsors attending the May 16<sup>th</sup>-18<sup>th</sup>, 2018 State Special Olympics Summer Games in Stillwater will be: 54

Cotteral 8 Athletes and 2 Adult

GUES 22 Athletes and 8 Adults

Junior High 11 Athletes and 3 Adult

High School 8 Athletes and 2 Adults

Guthrie Alumni 5 Athletes and 2 Adults



## **Guthrie Public Schools**

## Memo

**To:** Dr. Mike Simpson

Guthrie School Board

**From:** Carmen Walters, Director of Elementary Education/Federal Programs

**Date:** March 2, 2018

**Re:** K – 8 Remedial Summer School Program

Guthrie Public Schools request your consideration and approval for the K-8 Remedial Summer School Program.

- Instruction will include reading for Kindergarten through 8<sup>th</sup> grade and math for Kindergarten through 2<sup>nd</sup> grade and 4<sup>th</sup> through 8<sup>th</sup> grade.
- Students qualify based on MAP for Primary Grades (MPG), Measures of Academic Progress (MAP) assessment, Oklahoma School Testing Program scores, benchmark assessments and other informal assessments.
- The program is offered at no cost to the students. However; transportation is the responsibility of the parent or guardian.
- Funding for the program will be funded through Title I at a total projected cost of \$32,000.
- The staff will include approximately 12 teachers, 2 paraprofessionals, and 1 administrator.
- Teacher pay is \$20 per hour plus up to 5 hours for scheduling and parent contact prior to the beginning of summer school. Paraprofessional pay is \$10 per hour. Summer School administrator pay is \$25 per hour plus \$500 for preparation.
- All sessions will be held at Guthrie Upper Elementary School.
- Students will attend Monday Thursday June 4 June 28, 2015 from 8:30 -11:30 a.m. Teachers will report June 1 June 29, 2018; 8:00 a.m. 12 noon(18 days) and summer school administrator will report June 1 June 29, 2018; 7:30 a.m. 12:30 p.m. (18 days)
- Teacher recommendations will be submitted for your approval at the May 2018 board meeting.

## Guthrie Public Schools

School Calendar 2018-2019

August								
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November									
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30 🕻	31	_	_	_	_					

1st Quarter 39+4
2nd Quarter 44
3rd Quarter 48+1
4th Quarter 44
175 Days Taught
5 Professional Days
180 Days Total
\*School will be dismissed if not used for bad weather

## AUGUST 14,15,16 Teacher In-Service

17 - First Day of Classes

SEPTEMBER
3 - Labor Day
24 -Professional Day
28 - Homecoming (1:10 PM Dismissal)

## OCTOBER

12 - End of First Quarter 16 - P/T Conf (All Schools) 18 and 19 Fall Break 23 - P/T Conf (GHS and GJHS) 25 - P/T Conf (Elementaries)

NOVEMBER
19-23 Thanksgiving Break

# DECEMBER 21- End of 2nd Quarter Dec 24 - Jan 4 Winter Break

JANUARY
7 - Classes Resume
21 - Martin Luther King Day
29 and 31- P/T Conf (Elementaries)

FEBRUARY

18 - Professional Day

## MARCH

12 and 14- P/T Conf (GHS and GJHS) 14 - End of 3rd Quarter 15 - Snow Make-Up Day #1\* 18-22 Spring Break

## APRIL

19 - Snow Make-Up Day #2\*

## MAY

## 24 - Last Day of Classes 27 - Memorial Day

Administration - 282-8900 High School - 282-5906 Faver Alternative - 282-5941 Junior High - 282-5936 Upper Elementary - 282-5924 Fogarty Elementary - 282-5932 Cotteral Elementary - 282-5928 Central Elementary - 282-0352 Child Nutrition - 282-5952 Maintenance - 282-5944

Technology - 282-5959 Transportation - 282-5919 S M T W T F S 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 23 30 31

<u>February</u>									
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April									
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26	27)	28	29	30	31		l

Professional Day

OVacation Day

Parent/Teacher Conferences (4:00 p.m. - 7:00 p.m.)

(To be used in numbered order if days are needed)

NOTE: Any additional inclement weather days will be made up at the end of the school year

802 East Vilas Guthrie, OK 73044 405-282-5959 – Phone 405-282-5963 - Fax

## **Guthrie Public Schools**

## Technology Department

# Memo

**To:** Board of Education

From: Dee Benson

Date: February 28, 2018

Re: Technology Plan

Please contact me if you have any questions. My cell number is 405-202-7409 or email dee.benson@guthrieps.net.

This is the same plan that was approved last year with updated dates and additions of software we are using.

# GUTHRIE PUBLIC SCHOOLS

## **TECHNOLOGY PLAN**

2018-2021

"Staking a Claim in our Children's Future"

## **Executive Summary**

The effective use of technology in education is paramount to our successful movement into the twenty-first century, making it essential that we provide our students, staff, and community with ample opportunities to integrate technology into their learning experiences. Implementation of technology into the curriculum can help us in this quest by offering many new revolutionary tools that are changing the face of the educational process and the ways we are able to access information. This transformational power of technology, together with the help of parents, staff and administrators, will better equip our graduating seniors to enter the technology-based workplace and to be more responsible, effective, participants in society.

In today's global environment, technological competence parallels the ability to read. Successful integration of technology into the curriculum will result in students with improved achievement and higher test scores; improved student attitude, enthusiasm, and engagement; richer classroom content; improved student retention and job placement rates.

Technology helps teachers improve their classroom practices by expanding their opportunities for training and by fostering interaction with other teachers and professionals. Technology used as an administrative and management tool, enables principals and superintendents to effectively save money, streamline operations, and monitor student progress. Technology offers new and exciting ways for parents to increase their involvement in their children's education.

On the whole, Guthrie Schools are beginning to incorporate technology into the curriculum. Technology purchases are determined by long-term goals, controlled by budget constraints, and made with the direction and guidance of a comprehensive, District-wide technology plan.

The technology plan presents specific recommendations for the development of a comprehensive educational network of information resources. The plan recommends diverse educational technologies and provides wide and equal access for students and staff.

## **Vision Statement**

We envision technology as an effective and necessary tool, capable of enhancing both the communication ability and productivity of our students, staff and parents. Guthrie students must be competitive in an ever-changing world. The opportunity to develop technological proficiency will empower Guthrie Public Schools to:

- Create a global, diverse, and enriched learning experience
- Enable students, parents, and staff to become lifelong learners
- Enable students to become active participants in our information-based society
- Enhance problem solving skills in all areas of the educational environment
- Strengthen the partnership among students, home, school, and community

## **Mission Statement**

"It is the mission of the Guthrie Public Schools to empower all students with the tools necessary to become productive members of society through a cooperative effort between the student, home, school, and community."

Technology will be utilized to support curriculum, to provide integrated opportunities for learning, and to prepare the student for lifelong global learning in a rapidly changing technological society. Guthrie Public Schools must provide up-to-date technology so that the following Priority Academic Student Skills (PASS) can be effectively addressed.

The student technology objectives are:

- Operation of the computer
- Use of application software as a tool
- Problem-solving and research skills
- Use of telecommunications
- Technology awareness
- Understanding of ethical and legal issues in technology
- Appropriate technology skills necessary for success

Guthrie Public Schools must provide up-to-date technology so teachers and staff can:

- Improve instructional strategies to increase student achievement
- Communicate student progress accurately and efficiently
- Improve professional skills
- Network with other professionals to share skills and resources
- Demonstrate dimensions of technology-based learning to promote student achievement and staff productivity
- Promote parental and community involvement

## **Guthrie Public Schools Technology Priority Goals**

## **Administrative Goals**

- I. All administrators and support staff will have electronic access at any time to available administrative and instructional technologies.
- II. The District will continue to acquire the latest hardware, software, and improved communication technology to enhance administrative efficiency in all schools.
- III. The District will provide professional development to administrators and related support personnel on the implementation of the latest administrative and instructional technologies.

## **Instructional Goals**

- I. The District will provide all students and teachers access at any time from any place in the school to available instructional technologies.
- II. The District will continue to acquire hardware which meets or exceeds state standards for instructional technologies.
- III. The District will continue to acquire instructional software and other media to support the use of instructional technology.

- IV. The District will coordinate the involvement of personnel and technology facilities in the community for the purpose of incorporating new technologies into instruction.
- V. The District will utilize human resources within the system to support the implementation of instructional technology
- VI. The District will acquire improved communication technology to support the instructional process.
- VII. The District will acquire improved technology to increase parental involvement and to promote better home/school communication.
- VIII. The District will revise curriculum to emphasize the application of technology in all subject areas.
- IX. The District will support and collaborate with community service agencies to expand the existing adult literacy programs.

## **Professional Development Technology Goal**

The District will provide professional development to teachers and other staff on the effective implementation of new technology in education.

# Plans to Evaluate the Successes and/or Failures of Implementation

- Collect data on usage and technical difficulties in the use of distance learning programs. Adjust professional development and follow-up as needed.
- Assess individual school requests for additional hardware equipment and acquisitions to determine cost effectiveness and consistency with system-wide technology goals.
- Assess acquisitions for hardware that would take into account students with special needs, particularly those who are vision, hearing, orthopedic, mentally, or physically challenged.
- Analyze assessment forms returned from teachers on instructional software currently being used by teachers and adjust professional development accordingly.

- Report to parents and community on instructional software currently being used and assessed by teachers.
- Survey schools as to parental/community involvement in technology currently being implemented at individual school sites.
- Assess individual school programs for the effective and beneficial involvement with business, industry, and other community leaders.
- Assess impact of grants, business, and corporate financial support to instruction in the school system and make recommendations to the Board for the continued solicitation of such funds.
- Review the standards policy for programming on the District's local cable public access channel.
- Assess the curriculum as part of the annual revision process to ensure appropriate application of technology in the total curriculum.
- Assess the effective implementation of the Priority Academic Student Skills (PASS)
   Instructional Technology guidelines by building-level personnel and suggest appropriate revision.
- Survey teachers to determine how Internet access has impacted the curriculum for their appropriate grade or subject level and revise guidelines for accessing on-line services as needed.
- Complete data collection on how teachers have incorporated word processing applications on the computer as a tool for teaching writing in all curriculum areas and expand the use of computers as a writing tool.
- Appraise the formal technology training offered through Professional Development and its effectiveness in the instructional process.
- Collect data of in-service training by technology specialists to determine buildinglevel emphasis on integrating technology into the school curriculum.
- Survey parents as to the improvement of school/community communication.

## Impact on Curriculum, Instruction, and Evaluation

Through the use of advanced computing and telecommunications technology, learning can be qualitatively different. The process of learning in the classroom can become significantly richer as students have access to new and different types of information. Students can then in turn manipulate that information on the computer through graphic displays and can communicate their findings in a variety of media to their teachers, students in the next classroom, or students around the world.

## The impact of the plan will be observed by:

# 1. Increased teacher knowledge and skill in use of technology within curriculum development

Learning to utilize multimedia technology is an important tool in learning to read and write. Students today receive, and will increasingly receive, information from various types of visual media. Using multimedia as a learning tool is much more than giving students a camera and shooting pictures or operating a computer. Technical applications must be taught as part of an existing subject so students understand how technology can be a tool that makes them a more productive and powerful person in any subject area.

## 2. Renewed teacher commitment and enthusiasm to teaching and instruction

The plan provides teachers with the necessary knowledge and skills to infuse technology into their classrooms. The most effective and efficient approach to improving instruction is to enhance the skills of the teachers, support them in professional development, and provide them with the necessary tools.

## 3. Expanded knowledge of, and access to, educational resources

Through planned training, the plan will promote a desire to use technology and provide the tools to meet the need. They will discover techniques for integrating Internet resources into instruction. Teachers will have immediate access to experts and special interest on-line discussion groups. The possibilities of engaging their students in "real world" learning projects and supplementing class lectures with multimedia presentations and online resources will tailor student learning opportunities more specifically to each individual student.

## 4. Improved curriculum and instruction with appropriate student assessment

Properly used, technology can enhance the achievement of all students. Among the attractions of computer assisted instruction are its ability to individualize instruction and to provide instant feedback. Since students are able to control the pace at which they proceed through their exercises and activities, they are neither held back nor left behind by their peers. Multimedia technology expands the possibilities for more comprehensive student assignments that require students' active participation and application of knowledge. The use of technology in the classroom improves students' motivation and attitudes about themselves and about learning. Students are found to be challenged, engaged, and more independent when using technology.

## 5. More relevant curriculum to keep students in school

Students are no longer restricted to writing paper-and-pencil essays. They can create multimedia presentations using computers to combine text, graphs, charts, digital images, photographs, slides, real-time video, and sound. No longer do class projects have to be static—they can be dynamic through the use of technology. Video and audio technologies bring material to life, enhancing students' ability to remember and understand what they see and hear. By incorporating pictures, sound, and animation in classroom activities, multimedia significantly enhances student recall of basic facts, as well as their understanding of complex systems.

Technology is particularly valuable in improving student writing. For example, the ease with which students can edit their written work using word-processing, makes them more willing to do so, which in turn improves the quality of their writing.

## 6. Expanded knowledge about teacher-led implementation of technologies and "best-teacher practices"

The computer must be recognized as an effective teaching tool, which assists the educator, as well as the student. Software offers students individualized learning. While students progress on a subject at their own pace, those who begin to fall behind can receive proper interpersonal attention from the instructor. The computer allows the teacher to concentrate on interaction and individualized assistance. As an assessment tool, technology yields meaningful information, on demand, about students' progress and accomplishments and provides a medium for its storage.

## **Current environment**

Presently the Guthrie Public School System network is comprised of 13 sites connected by a 1GB fiber WAN. These sites are connected to the Internet by a 500 MB circuit provided by Cox Communications. All District computers have access to the Internet.

The District has consolidated all servers into the one location to save time and money.

100% of classrooms have at least one computer.

Every classroom in the District is wired for connection to the Internet.

## **Technology Goals**

- 1. Provide at least 1 modern computer for every classroom
- 2. Continue to provide information to the public and staff through an Internet and an Intranet presence.
- 3. Provide a mobile lab at the Junior High for teachers to schedule for class use.
- 4. Provide a mobile lab at each elementary for teachers to schedule for class use.
- 5. Establish a program of regular technology staff development training for all teachers and administrators in the district.
- 6. Establish a full schedule of Distance Learning Classes for both students and staff.
- 7. Establish a schedule for upgrading and replacing computers and servers.
- 8. Upgrade and replace aging equipment on a regular basis.

## Minimum Required Components

## 1. Strategies for improving academic achievement and teacher effectiveness –

a. Our students are developing technology skills at an earlier age.

Consequently they expect to be taught with technology. In order for this teaching to take place we must provide the infrastructure to support all types of technology. Guthrie has taken the first step by securing a 1GB wide area network connection between all sites. This enables the District to consolidate services in a central location and to provide the highest degree of uptime possible to our users. Once teachers and students learn that the technology is reliable, they are using the skills that they have learned from classroom and professional development to integrate technology into every lesson. Ed Tech funds will be used to constantly expand and upgrade the infrastructure used by the staff and students.

### 2. Goals –

- a. By 2016, all students will reach high standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.
  - i. Increase passage rate on 3<sup>rd</sup> grade reading test to 100 percent.
    - 1. Purchase assessment/screening materials/software to monitor student's progress & drive instruction.
    - 2. Purchase computers and tablets at school sites.
- b. All Limited English Proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.
  - i. Forty percent (40%) of all K-12 limited-English-proficient (LEP) students enrolled will show progress in attaining English proficiency (increasing one or more levels of proficiency established by the state).
  - ii. Ten percent (10%) of all K-12 LEP students enrolled will attain English proficiency (exiting out of ESL program).
  - iii. Ten percent (10%) of K-12 LEP students will be at or above proficient in mathematics on the State's assessment.
    - 1. Purchase ESL materials or supplemental instructional materials to teach LEP students.

- c. All students will be taught by highly qualified teachers
  - 1. On-line professional development in the core academic content area.
- d. All students will be educated in learning environments that are safe, drugfree, and conducive to learning.
  - 1. Provide all teachers ongoing professional development opportunities on safe and healthy school issues (e.g. Safe and Healthy School Conference, Safe School Summit, monthly video conferences, etc.
- e. All students will graduate from high school.
  - i. Increase graduation rate by 5%.
    - 1. Purchase supplemental instructional software and hardware for summer enrichment programs in reading/language arts/math.

## 3. Steps to increase accessibility –

- a. Guthrie Public Schools is a 21<sup>st</sup> Century Learning Center. Therefore, we provide an after school care program for our students as well as a tutoring and enhancement program. Ed Tech funds will be used to provide materials for both of these programs as well as to provide the availability of technology outside of the regular school day. Both of these programs are used to increase the education of students in the high need and high poverty areas of the District.
- b. Guthrie Public Schools provides a summer school program for all Title I students. The Junior High has implemented a required summer school for all students who have failed a class the previous school year. Students use technology to complete lessons online which will help to bring them up to grade level in all curriculum areas.
- c. Teachers are provided training in the use of technology to assist students and parents in the educational success of all students.

## 4. Promotion of curricula and teaching strategies that integrate technology

a. All software and materials used in the District must be based on scientifically proven research and methods. Students are assessed and monitored throughout the school year. Students who are not making adequate progress are remediated in order to bring them up to the current standards of performance.

## 5. Professional Development

- a. Professional development will be offered on both a group and individual basis. All staff will be trained in the use of technology to properly assess and monitor the progress of their students. Technology is an important tool in the management of today's classroom.
- b. Staff will have various opportunities for online training associated with the various software programs used in the District.
- c. Staff Development days will be scheduled to provide staff with ideas and strategies that will help them to effectively integrate technology into their everyday lessons.

## 6. Technology type and costs

- a. In order to ensure the highest quality and uptime, the Guthrie Public Schools system has adopted a set of hardware standards. These standards help to insure the interoperability of all components within our system.
- b. The District has a technology budget of \$250,000 which funds the upkeep and repair of all current equipment.

## 7. Coordination with other resources

a. All technology related purchases in the District must be approved by the Technology Department. This ensures that the equipment is compatible with our existing environment and that we have the equipment and training necessary to use the new technology.

## 8. Integration of technology with curricula and instruction

a. Using the strategies outlined under promotion of curricula and teaching strategies that integrate technology and professional development the District will conduct ongoing training for the integration of technology into all areas of curricula and instruction. Training will begin before school starts and continue throughout the school year. All teachers are currently expected to integrate technology into their lessons at every opportunity.

## 9. Innovative delivery strategies

- a. Students will be offered the opportunity to participate in distance learning classes that will enhance their education. These classes will be offered as both college credit and HS credit courses. Distance learning classes will be expanded to offer opportunities for students and staff to enhance their educational experience without leaving the District.
- b. Students will have the opportunity to participate in virtual learning courses through the Edgenuity program.

## 10. Parental involvement

- a. Parental involvement will be enhanced through the use of our District web site. All information that is available in printed form will be available for download from the school web site. Teachers are being trained in producing class web pages to aid parents in the support of their child's education.
- b. The District has implemented the School Messenger Suite. This will allow parent communication for those parents who do not have access to the Internet.

## 11. Collaboration with adult literacy service providers

a. The Guthrie Public School District is an adult literacy provider. We offer adult literacy courses in the evening as well as through our 21<sup>st</sup> Century program. We work with the community library to provide literacy services to the entire community.

## 12. Accountability measures

a. Success of these programs will be monitored through the use of testing scores and the District report card.

## 13. Supporting resources

- a. NWEA MAPS
- b. Read Naturally
- c. ALCA
- d. Voyager Learning
- e. Study Island
- f. Edgenuity

802 East Vilas Guthrie, OK 73044 405-282-5959 – Phone 405-282-5963 – Fax

## **Guthrie Public Schools**

## Technology Department

# Memo

**To:** Board of Education

**From:** Dee Benson, Director of Technology

**Date:** February 28, 2018

**Re:** 2018 - 2019 Erate

It is time to approve the contracts for next years Erate. Erate will pay 80% of the eligible costs and we are responsible for the ineligible costs and the remaining 20% of the cost. In the case of Internet and WAN costs, the OUSF program will cover the 20% not paid by Erate. The district costs are limited to fees and surcharges.

We will be remaining with Onenet for our Internet and AT&T for our Wide Area Network. The district cost will not change.

Under Category Two I have a bid from Unted Systems to install wireless at Charter Oak at a cost of \$51,294.96. After Erate is applied the district cost will be \$10,258.99.

If you have any questions please feel free to contact me anytime.

Office - 282-5959

Cell - 202-7409

Email – dee.benson@guthrieps.net



Customer	AT&T
Customer Legal Name Guthrie Independent School District	AT&T Corp.
Street Address: 802 E. Vilas	
City: Guthrie State/Province: OK	
Zip Code: 73044 Country: USA	
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Mike Simpson	Street Address: 12851 Manchester Rd
Title: Superintendent	City: Des Perestate/Province: MO
Street Address: 802 F Vilas	Zip Code: 63131 Country: USA
City: Guthrie State/Province: OK	Attn: Mary Harp
Zip Code: 73044 Country:	With a copy to:
<b>Telephone</b> : 405 282.5959	AT&T Corp.
Fax:	One AT&T Way
Email: dee.benson@guthrieps.net	Bedminster, NJ 07921-0752
	ATTN: Master Agreement Support Team
	Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Hille Sign	By: Theleamb
Name: Mike Simpson	Name: James Holcomb
THE Superintendent	Title: Sr Mgr Customer Contracts
Date: 5-8-17	<b>Date</b> : 21 Jul 2017 jw486n

## 1. INTRODUCTION

- 1.1 Overview of Documents. This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:
  - (a) Pricing Schedules. A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
  - (b) Tariffs and Guidebooks. "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at <u>att.com/servicepublications</u> or other locations AT&T may designate.
  - (c) Acceptable Use Policy. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at <u>att.com/aup</u> or other locations AT&T may designate.
  - (d) Service Guides. The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.
- 1.2 Priority of Documents. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.
- 1.3 Revisions to Documents. Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.
- 1.4 Execution by Affiliates. An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

#### 2. AT&T DELIVERABLES

- 2.1 Services. AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.
- 2.2 AT&T Equipment. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- 2.3 Purchased Equipment. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.
- 2.4 License and Other Terms. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

## CUSTOMER'S COOPERATION

Access Right. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

- 3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
- 3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.
- 3.4 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

## 4. PRICING AND BILLING

- Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.
- Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.
- Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 Additional Charges and Taxes or in Section 4.5 Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.
- Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.
- Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.
- 4.6 Credit Terms. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.
- 4.7 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

## 4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges. Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

## 5. CONFIDENTIAL INFORMATION

- 5.1 Confidential Information. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.
- Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).
- 5.3 Exceptions. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.
- Privacy. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

### 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

#### 6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
  - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.
- Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.
- 6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.
- Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.
- Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

- 7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.
- 7.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.
- 7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.
- Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.
- 7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

#### 8. SUSPENSION AND TERMINATION

- 8.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.
- 8.2 Termination or Suspension. The following additional termination provisions apply:
  - (a) Material Breach. If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
  - (b) Materially Adverse Impact. If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
  - (c) Internet Services. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
  - (d) Fraud or Abuse. AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
  - (e) Infringing Services. If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
  - (f) Hazardous Materials. If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.
- 8.3 Effect of Termination.
  - (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
  - (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.
- 8.4 Termination Charges.
  - (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
  - (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
  - (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component altributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,

not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

### IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

#### 10. MISCELLANEOUS PROVISIONS

- 10.1 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.
- 10.2 Trademarks. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.
- 10.3 Independent Contractor. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.
- 10.4 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.
- 10.5 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.
- 10.6 Assignment and Subcontracting.
  - (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
  - (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
  - (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.
- 10.7 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.
- 10.8 Injunctive Relief. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.
- 10.9 Legal Action. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.
- Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.
- 10.11 Governing Law. This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

- 10.12 Compliance with Laws. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.
- 10.13 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.
- 10.14 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.
- 10.15 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.
- 10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

## 11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

UA VER III 11/16/2012 eCRM ID \_\_\_\_\_\_66\_\_



## AMENDMENT TO PRICING SCHEDULE FOR AT&T SWITCHED ETHERNET SERVICE PROVIDED PURSUANT TO CUSTOM TERMS

AT&T MA Reference No. 201707176038UA Pricing Schedule being amended (Contract ID No.): ASE5XFX334 AT&T Amendment Ref. No. ASE1-72CDDJL

Customer ("Customer")	AT&T ("AT&T")
Guthrie Independent School District 1	The applicable AT&T Service-Providing Affiliate

This is an Amendment to the above referenced Pricing Schedule, last signed on July 26, 2017, and is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein.

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

This Amendment is valid only if executed by both parties prior to expiration of the existing Pricing Schedule Term.

Customer (by its authorized representative)	AT&T (by said prized expresentative)
By:	Ву:
Printed or Typed Name: Dee Benson	Printed or Typed Name: Hollie Jones
Title: Director of Technology	Title: CONTRACT SPECIALIST CGI
Date: 11/10/2017	Date: 16 Nov 2017

SM904G

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WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only
	Pricing Schedule No
Please sign by 11/03/2018	Original Effective Date: 07/26/2017
	Effective Date of Amendment:

## Amendment to Pricing Schedule for AT&T Switched Ethernet Service Provided Pursuant To Custom Terms

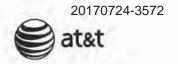
1. ATTACHMENT A - Table 1 of Section A-3 "Initial New and Existing Sites and Service Configuration" is deleted in its entirety and replace with the following updated table correcting the street address for Port ID's 3, 13 and 14.

## A-3 Initial New and Existing Sites and Service Configuration

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
1	200 Crooks Dr	Guthrie	OK	New	ATT Oklahoma
2	705 E Oklahoma Ave	Guthrie	OK	New	ATT Oklahoma
3	702 N Crooks Dr	Guthrie	OK	New	ATT Oklahoma
4	902 N Wentz St	Guthrie	OK	New	ATT Oklahoma
5	321 E Noble Ave	Guthrie	OK	New	ATT Oklahoma
6	2001 W Noble Ave	Guthrie	OK	New	ATT Oklahoma
7	4900 E Charter Oak Rd	Logan County	OK	New	ATT Oklahoma
8	1021 E Perkins Ave	Guthrie	OK	New	ATT Oklahoma
9	802 E Vilas Ave	Guthrie	OK	New	ATT Oklahoma
10	200 E Harrison Ave	Guthrie	OK	New	ATT Oklahoma
11	200 E Springer Ave	Guthrie	OK	New	ATT Oklahoma
12	321 E Grant Ave	Guthrie	OK	New	ATT Oklahoma
13	300 N Crooks Dr	Guthrie	OK	New	ATT Oklahoma
14	300 N Crooks Dr	Guthrie	ОК	New	ATT Oklahoma

MM7934-111017-SR: 1-7CYN6BK	AT&T and Customer Confidential Information	ASE_ICB_amendment v.05.06.16
RLR: 867381.3	Page 2	



## AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

AT&T MA Reference No. 201707176038UA AT&T Contract ID No. ASE5XFX334

Customer	AT&T
Guthrie Independent School District 1 Street Address: 802 E. Vilas Ave City: Guthrie State/Province: OK Zip Code: 73044 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Mike Simpson Title: Superintendent Street Address: 802 E Vilas Ave City: Guthrie State/Province: OK Zip Code: 73044 Country: USA Telephone: 405 282.5959 Email: dee.benson@guthrieps.net	Name: Mary Harp Street Address: 12851 Manchester Rd, City: Des Peres State/Province: MO Zip Code: 63131 Country: USA Telephone: 618-219-0037 Email: mary.harp@att.com Sales/Branch Manager: John Fox SCVP Name: Maggi Sales Strata: GEH Sales Region: SW With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable	e) 🗌
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	Country: USA

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)	
By: Hileo Din	By Theleamb	
Printed or Typed Name: Mike Simpson	Printed or Typed Name: James Holcomb	
Title: Superintendent	Title: Sr Mgr Customer Contracts	
Date: 5-8-17	Date: 26 Jul 2017 rq9304	

Contract Ordering and Billing Number (CNUM):

ROME SR#: 1-6NHM541 bd1262 06:28.17 RLR #: 820014.1	AT&T and Customer Confidential Information	ase_ILEC_ICB_ps_intrastate_v.04.25.16.7

For AT&T internal use only:

WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only
	Pricing Schedule No
Please sign by February 17, 2018	Original Effective Date:

## AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate) Pricing Schedule Provided Pursuant to Custom Terms

## 1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service <sup>SM</sup>
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Service Provider(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Oklahoma	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

## 2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months		
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component		
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.		
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule		

## 3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component	
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection	
All quantities of Service Components (excluding CIR/CoS) listed in Section A-1 of Attachment A	50% plus any unpaid or waived non-recurring charges and, if AT&T installs Customer Premises Support Structure facilities for AT&T Switched Ethernet Service at any site, an additional \$9,200 for such site to recover facility costs	Until end of Pricing Schedule Term	
*Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.			

Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

## 4. ADDS; MOVES; and UPGRADES

## 4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

## 4.2 Moves

Per applicable Service Publication

WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only
	Pricing Schedule No
Please sign by February 17, 2018	Original Effective Date:

## AT&T SWITCHED ETHERNET SERVICESM (Intrastate) Pricing Schedule Provided Pursuant to Custom Terms

## 4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

## 4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS\*

Service Components	Monthly Recurring Rate and Non-recurring Charges	
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A	
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)		

### 5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

## 6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

ROME SR#: 1-6NHM541 bd1262 06.28.17 RLR #: 820014.1

WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only
	Pricing Schedule No
Please sign by February 17, 2018	Original Effective Date:

## AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate) Pricing Schedule Provided Pursuant to Custom Terms

# ATTACHMENT A – OKLAHOMA RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION Guthrie Independent School District 1

## A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Oty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Oty New x Billed NRC)
Customer Port Connection - 1 Gig / Basic / EYQFX	14	0	\$100.00	\$1,400.00	\$2,100.00	\$0.00	\$0.00
1000Mb CIR / RealTime - Basic Only / R6EZX	14	0	\$450.00	\$6,300.00	\$150.00	\$0.00	\$0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:			\$7,700.00			\$0.00	

<sup>\*</sup>If the standard NRC exceeds the billed NRC, the difference has been waived.

Charges for special construction, if needed, may also apply.

Prices for AT&T Switched Ethernet Service include any required Customer Premises Support Structure.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Pricing Schedule Term or if no such EPP term exists then the next shorter EPP term.

## A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	75% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only
	Pricing Schedule No
Please sign by February 17, 2018	Original Effective Date:

## AT&T SWITCHED ETHERNET SERVICE™ (Intrastate) Pricing Schedule Provided Pursuant to Custom Terms

#### A-3 Initial New and Existing Sites and Service Configuration

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
1	200 Crooks Dr	Guthrie	OK	New	ATT Oklahoma
2	705 E Oklahoma Ave	Guthrie	OK	New	ATT Oklahoma
3	702 Crooks Dr	Guthrie	OK	New	ATT Oklahoma
4	902 N Wentz St	Guthrie	OK	New	ATT Oklahoma
5	321 E Noble Ave	Guthrie	OK	New	ATT Oklahoma
6	2001 W Noble Ave	Guthrie	OK	New	ATT Oklahoma
7	4900 E Charter Oak Rd	Logan County	OK	New	ATT Oklahoma
8	1021 E Perkins Ave	Guthrie	OK	New	ATT Oklahoma
9	802 E Vilas Ave	Guthrie	OK	New	ATT Oklahoma
10	200 E Harrison Ave	Guthrie	OK	New	ATT Oklahoma
11	200 E Springer Ave	Guthrie	OK	New	ATT Oklahoma
12	321 E Grant Ave	Guthrie	OK	New	ATT Oklahoma
13	300 Crooks Dr	Guthrie	OK	New	ATT Oklahoma
14	200 Crooks Dr	Guthrie	OK	New	ATT Oklahoma

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID#	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	1 Gbps Basic	1000 Mbps	Real-Time	N/A
2	1 Gbps Basic	1000 Mbps	Real-Time	N/A
3	1 Gbps Basic	1000 Mbps	Real-Time	N/A
4	1 Gbps Basic	1000 Mbps	Real-Time	N/A
5	1 Gbps Basic	1000 Mbps	Real-Time	N/A
6	1 Gbps Basic	1000 Mbps	Real-Time	N/A
7	1 Gbps Basic	1000 Mbps	Real-Time	N/A
8	1 Gbps Basic	1000 Mbps	Real-Time	N/A
9	1 Gbps Basic	1000 Mbps	Real-Time	N/A
10	1 Gbps Basic	1000 Mbps	Real-Time	N/A
11	1 Gbps Basic	1000 Mbps	Real-Time	N/A
12	1 Gbps Basic	1000 Mbps	Real-Time	N/A
13	1 Gbps Basic	1000 Mbps	Real-Time	N/A
14	1 Gbps Basic	1000 Mbps	Real-Time	N/A

ROME SR#: 1-6NHM541	bd1262	06.28.17
RLR #: 820014.1		

WK# - TCAL and ILEC - Intrastate -TBD	For AT&T Administrative Use Only
	Pricing Schedule No
Please sign by February 17, 2018	Original Effective Date:

# AT&T SWITCHED ETHERNET SERVICE™ (Intrastate) Pricing Schedule Provided Pursuant to Custom Terms

Table 3 – Features associated with Customer Port Connections identified above.

Port ID#	Add'I MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A

**End of Document** 

ROME SR#: 1-6NHM541 bd1262 06.28.17 RLR #: 820014.1



# ATTACHMENT TO Guthrie Independent School District 1, AT&T Switched Ethernet Services (Intrastate)(Agreement") FOR

#### SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T Corp. ("AT&T") and Guthrie Independent School District 1("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

This Attachment provides additional terms and conditions that apply when Customer obtains an end-to-end solution involving the use of terminating equipment ("Equipment") as part of its service from AT&T pursuant to FCC order # 99-216 ("Tennessee Decision"). If called for in the applicable Statement of Work, this Attachment also provides additional terms and conditions for the installation of conduit pathway support structure ("CPSS") installed by AT&T in order to bring Service to Customer's demarcation point.

#### TERMS ANDCONDITIONS APPLICABLE TO E-RATE FUNDEDPRODUCTS ANDSERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

- 1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction or other non-funding by USAC/SLD does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
- 2. <u>Eligibility of Products and Services</u>. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
- 3. <u>Service Substitutions</u>. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue USAC/SLD approval for them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the USAC/SLD and may suspend activities pending approval of service substitution requests.
- 4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.



- 5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.
- 6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

#### 7. Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

- (i). Scope: Customer desires that Services commence on or about July 1 unless a different date is inserted here

  Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may delay, or not approve funding.
- (ii). <u>Funding Denial Agreement Termination</u>; CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

## B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

#### CONFIDENTIAL INFORMATION



- (i). Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.
- (ii). Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.
- (iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

#### 8. AT&T Owned Equipment - General Terms and Conditions

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises"). Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the construction associated with the delivery of the underlying Service.

#### A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain such Equipment and such additional, supplemental or replacement
  equipment as AT&T may from time to time deem necessary or desirable for the provision of services contemplated by
  the Service Agreement) within the Premises at such locations as mutually agreed by the parties at the time of installation,
  for so long as AT&T is providing the Services.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, operating, maintaining, repairing and replacing such Equipment. All Equipment brought onto the Premises by AT&T will be deemed the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer shall have no right to or interest in such Equipment.
- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and
  free from liens and encumbrances. Customer will bear the risk of loss or damage to the Equipment (other than ordinary
  wear and tear), except to the extent caused by AT&T or its agents. The Equipment will be provided at the prices set forth
  in the attached Statement of Work.
- Agrees to notify AT&T of any and all issues arising out of or related to such Equipment, including the need for
  maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know, of
  the presence of the equipment and their location.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of such equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of such equipment from the Premises at any time
  after the termination of the Service.



#### B. Terms of Equipment Usage - E-Rate Category 1 Funding

Pursuant to the Tennessee Decision referenced above, the Parties agree:

- The same service provider will supply the Equipment and associated eligible Category 1 telecommunications services or Internet access services.
- The Equipment is owned by AT&T. Ownership of the Equipment will not transfer to the Customer in the future, and neither the Master Agreement nor this Attachment includes an option to purchase the Equipment.
- AT&T will provide and maintain the Equipment on the Premise as part of these services.
- The Equipment is capable of servicing other customers of the service provider. Customer has no right to exclusive use of the Equipment, and AT&T may use the Equipment to provide service to another customer.
- The Equipment shall not be used by Customer for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.
- The Local Area Network for data communications of the school or library is functional without dependence on the Category1 Equipment. Customer will provide equipment within their LAN to connect to the Category 1 Equipment.

Additionally, overall SLD program rules and eligibility requirements apply, and these requirements may change from time to time.

#### C. Customer Site Obligations

Please note that there are some important Customer obligation areas to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

- D. PATH The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.
- E. SPACE Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment and the location of the Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit by an authorized AT&T Engineer. Any Demarcation Point location which is further than the closest practicable point to the Minimum Point of Entry (MPOE) in the building will require custom work which is not eligible for E-Rate Category 1 (C1) funding, and must be paid for by the Customer.

- F. ENVIRONMENTAL Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).
- G. POWER GROUND Customer will need to provide permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.

Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.

Site specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.



#### 9. Customer Owned Facilities - General Terms and Conditions.

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing conduit and/or other conduit pathway support structures ("CPSS" or "Facilities") on the Customer's premises (the "Premises"). Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work associated with the delivery of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate in accordance with the designs agreed to within the Statement of Work,
  Scope of Work, or other documents, approved by the parties in connection with this project such Facilities and such
  additional or replacement. Facilities as AT&T may from time to time deem necessary or desirable for the provision of the
  Services contemplated by the Service Agreement, at such locations as mutually agreed by the parties at the time of
  installation, for so long as AT&T is providing the Services.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, repairing
  and replacing such Facilities. All Facilities brought onto the Premises by AT&T will be deemed the property of Customer.
- Confirms that Customer shall be responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the Facilities and the location of such Facilities;
- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of \$9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS). All early termination charges, plus recovery of entrance facility costs, shall not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

#### 10. Choice of Funding Method

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

#### Billed Entity Application Reimbursement ("BEAR") - Form 472:

Beginning with the 2016 Program Year, Applicants will file their BEAR forms online in the E-rate Productivity Center (EPC). Applicants will receive their payments from USAC directly to their bank accounts without any Service Provider involvement. The Applicant will need to complete an FCC Form 498 to obtain an Applicant 498 ID and to notify USAC of their banking information. It is solely the Applicant's responsibility to ensure the accuracy of the BEAR submission and the amounts sought to be recovered through the E-rate Program.

#### Service Provider Invoice Form - ("SPI") - Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

THIS ATTACHMENT	REPLACES	THE	ATTACHMENT	BETWEEN	THE	PARTIES	DATED	<date< th=""><th>of</th><th>Original</th></date<>	of	Original
Attachment>.										

CONFIDENTIAL INFORMATION



SO AGREED by the Parties' respective authorized signatories: Insert E-Rate/Billed Enti Number BEN:

signatories: Insert E-Rate/Billed Enti Number BE	;N ;
EnteGathsia Independent School District 1	AT&T
(by its authorized representative)	(by its authorized representative)
By: Hules Sign	By: Theleamb
Name: Mike Simpson	Name: James Holcomb
Tille: Superintendent	Title: Sr Mgr Customer Contracts
Date: 5-8-17	<b>Date</b> : 26 Jul 2017

OneNet use Only			
Rec'd / / by Entered DB	//_ by Ticket #	Site ID(s):	

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	type or print clearly.
About Your Organization	
Name of Organization/Agency/Institution/School	
Guthrie Public Schools	
EIN (Federal Tax ID) 73-6021131	
■ New Customer Welcome to OneNet! We look forward to serve  Existing Customer with OneNet Internet access circuit or off  Billing Account Number 9662	ner services
Phone (Main/Front Desk/Central Switchboard) (405) 282-59	After-Hours Phone (405) 202-7409
Mailing Address 802 East Vilas	
City Guthrie	State_OK73044
Billing Address (if different)	
City	State Zip
We are a: (choose one that best describes your organ  Public K-12 School District  District Name Guthrie Public Schools  District Code 42-1001	nization)
Private K-12 School or campus	
☐ Vocational-Technical School or Career Technology Center	☐ Public Library
Public College/University	Private Library
Private College/University	_
Medical Clinic, For Profit (Outpatient Only)	Research Corporation, For Profit
Medical Clinic, Nonprofit (Outpatient Only)	Research Corporation, Nonprofit
Hospital, For Profit (Out/Inpatient)	_
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Municipal or County Government Agency	
☐ Tribal Government Agency	☐ Museum
State Government Agency	Nonprofit Organization
Federal Government Agency	Other

	me of Organization/Agency/Institution/School				
Gu	thrie Public Schools				
Se	elect Your Services Item and Details	Internet Access Customers Annual Rate	Non-Internet Access Customers Annual Rate	Multiplier	Your Rate
	Internet Access Circuit(s)	\$ 45,960.00	N/A	x 1 circuits	\$ 45,960.00
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İ	Website domain name:				
	We have only one domain name for this website.  We have additional domain name(s) for this website, which we have register through a third party. Park the following with our ".ok.us" site at no charge  Domain name 1:  Domain name 2:	ed			
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	Potentially unlimited retention customized for trend policies; user-friendly web interface; advanced search; available for customers not on OneNet's messaging system; call 888-5-ONENET for availability	per mailbox	\$12 per mailbox	X Maidoxes	\$
	Register a New Website Domain Name  Limit one per circuit or hosting customer, customer must opt in.  NOTE: OneNet registers only domain names with "ok.us" suffixes, Domain names with more common suffixes (.com, .org, .edu) are available through commercial registrars and Educause. Al your request (see "Neb Hosting" above), OneNet can "park" (aka "point" or "forward") any domain name with your ".ck.us" site, saving your from building and maintaining separate websites for each name.	\$0	\$0 (Bundled with web/email hosting packago)	N/A	\$
	+ suffix: Preferred domain name (should be short and memorable)  .k12.Ok.US (schools)  .lec.Ok.US (vo-tech and career centers)				
ı	.cc.ok.us (community and junior colleges)				
	.mus.ok.us (museums) Conlact me about other *.ok.us* options				
	Circuit customers check one:				
	Our organization has one OneNet circuit and maintains one website.				
	Our organization has multiple circuits and maintains multiple websites. We have attached a request for registration of additional domain names.				
	Router Management				
	Customer owned router	\$0	Not Available	N/A	\$
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_	OneNet owned router	\$			\$
	Dedicated Application Hosting: Course Management Systems  Blackboard (Bb)  Desire2Learn (D2L)  Rates do not included software licensing fees, which you must purchase directly from the vendor.	Bb: \$8412 D2L: \$16,145	Bb: \$10,095 D2L: \$19,374	N/A	\$
<u> </u>	Dedicated Application Hosting: Other Call 888-5-ONENET for details.  Application to be hosted:	Call for pricing	Call for pricing	N/A	\$
	Dedicated Virtual Machine	Small: \$600	Small: \$720		THE THE WAR PROPERTY.

Scan and email completed form to orders@onenet.net or fax to (405) 225-9250 or mail to 655 Research Parkway, Suite 200 Oklahoma City, OK, 73104.

Questions? Call 888-5-ONENET

Medium: \$1,320 Large: \$2,520 Custom: Call for pricing

Medium: \$1,100 Large: \$2,100 Custom: Call for pricing

☐ Customized VM:

Includes VM, bandwidth and support; operating system licensing is not included

Small VM: 1vCPU, 2G RAM, 36GB disk.
 Medium VM: 2vCPU, 4G RAM, 72GB disk.
 Large VM: 4vCPU, 8G RAM, 144GB disk

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	Custo	mer's notes/special instructions for OneNet regarding this	order:			
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	Signeto	Ty must be customer's primary conect for contract administration and the only person who me	y modify the contract			
	Print i	ee Wenson				
1		Thank you for your order! It is a	a piessure to	serve vou.		





Phone: 405-523-2162 Email: dlaase@unitedsystemsok.com

Web: http://www.unitedsystemsok.com

## We have prepared a quote for you

# Guthrie Schools - E-rate FY2018

Quote # 008187 Version 1

Prepared for

**Guthrie Ind School Dist I-1** 

Prepared by

**David Laase** 



Phone: 405-523-2162

Email: dlaase@unitedsystemsok.com

Web: http://www.unitedsystemsok.com

#### Guthrie Schools - E-rate FY2018 IC

Prepared for:

**Guthrie Ind School Dist I-1** 

802 E. Vilas Avenue Guthrie, OK 73044 Dr. Mike Simpson (405) 282-8900

mike.simpson@guthrieps.net

Prepared by:

United Systems, Inc.

**David Laase** 405-778-8326 Fax 405-523-2185

dlaase@unitedsystemsok.com

Quote Information:

Quote #: 008187

Version: 1

Delivery Date: 02/21/2018 Expiration Date: 03/21/2018

Cisco Network S	Price	Qty	Ext. Price		
C2: Internal Broadband Components: Category Two - Internal Broadband Connections Components Network Switches - Cisco 2960X 48-port 1Gb PoE+					
EDU-C2960X- 48FPD-L	Cisco Catalyst 2960-X 48 GIGE PoE 740W 2x 10G	\$5,360.28	2	\$10,720.56	
CON-SNT- EDUC296P	Cisco SMARTnet Extended Service - Service - 8 x 5 Next Business Day - Exchange - Physical Service	\$491.40	2	\$982.80	
Installation- Network Equipment	USI Installation Installation & Configuration of Network Equipment - Cisco Switches	\$500.00	1	\$500.00	
Subtotal				\$12,203.36	

Aerohive AP230	Wireless Access Points	Price	Qty	Ext. Price	
	C2: Internal Broadband Components: Category Two - Internal Broadband Connections Components Wireless Access Points - Aerohive AP230 with 3 Year HiveManager Subscription				
AH-AP-230- AC-FCC	Aerohive AP230 IEEE 802.11ac 1.27 Gbit/s Wireless Access Point - 2.50 GHz, 5.95 GHz - 6 x Antenna(s) - 6 x Internal Antenna(s) - MIMO Technology - 2 x Network (RJ-45) - USB - Desktop, Wall Mountable, Ceiling Mountable				
	Aerohive AP230, indoor plenum rated, 2 radio 3x3:3 802.11a/b/g/n/ac, 2 10/100/1000, USB, FCC regulatory domain, without power supply (Internal Antenna only)				
AH-NGCS-SL -3Y	Aerohive NGCS 3 Year Support  Aerohive HiveManager NG Public Cloud Subscription for one (1) Aerohive Device, includes 3 year Global Select Support: phone, software & Support Portal, Hardware Advanced Replacement. Can be used with HiveManager NG VA.				



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Aerohive AP230 Wireless Access Points		Price	Qty	Ext. Price
Installation- Network Equipment	USI Installation Installation & Configuration of Network Equipment - Aerohive Wireless			
Installation- Network Equipment	USI Installation Installation & Configuration of Network Equipment - Physical installation of Aerohive APs			
Subtotal		Subtotal		,

Network Cabling	for Aerohive APs	Price	Qty	Ext. Price
	Broadband Components: Category Two - Internal Broadling - 50x Cat6 PLENUM Structured Network Cabling t			
Cabling Hardware	Cabling Hardware  Cabling Hardware - 50x Cat6 PLENUM Structure Network Cabling for Wireless Access Points  Includes: 8750' Cat6 PLENUM cable, 100x Leviton Cat6 jacks, 2x Leviton 24-port patch panels, 50x Leviton 1-port biscuits, J hooks, 2x 2" metallic fire sleeve & fire stop, 50x 3' & 7' Cat6 patch cables	\$4,786.32	1	\$4,786.32
Installation- Cabling	USI Installation Installation-Cabling - 50x Cat6 PLENUM Structure Network Cabling for Wireless Access Points  Structured Cabling – Installed according to BICSI and NEC standards to include: Structured pathways to include J hooks w/Velcro (no zip ties), plenum cable with service loops, patch panels, ends terminated, patch cables on patch panel side and on AP side of the cable run, biscuits, labeling on the cable and patch panel.  Includes: Installation, labeling and testing Cat6 cable/hardware	\$4,150.00	1	\$4,150.00
Project Management	USI Project Management  Project Management - United Systems will assign a project manager with the responsibilities of coordination of all cabling activities.	\$150.00	1	\$150.00
Travel	USI Travel Related Travel Expenses	\$500.00	1	\$500.00
		Subtotal		\$9,586.32



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Tripp Lite Netwo	Price	Qty	Ext. Price	
	Broadband Components: Category Two - Internal Broak - Tripp Lite 42U Open Frame 4-Post	adband Conne	ctions	Components
SR42UBEXP ND	Tripp Lite 42U Open Frame Rack Enclosure Server Cabinet 3000lb Capacity - 19" 42U	\$885.22	1	\$885.22
Cabling Hardware	Cabling Hardware Cabling Hardware - Grounding bar and cable	\$273.06	1	\$273.06
Installation- Cabling	USI Installation Installation-Cabling - Tripp Lite Rack, Grounding bar and cable	\$150.00	1	\$150.00
		Subtotal		\$1,308.28

Aerohive AP250	Wireless Access Points (OPTIONAL) * Optional	Price	Qty	Ext. Price
	Broadband Components: Category Two - Internal Bro ess Points - Aerohive AP250 with 3 Year HiveManage			Components
AH-AP-250- AC-FCC	Aerohive AP250 IEEE 802.11ac 1.27 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - 9 x Antenna(s) - 9 x Internal Antenna(s) - MIMO Technology - 2 x Network (RJ-45) - USB - Desktop, Ceiling Mountable, Wall Mountable	\$332.06	50	\$16,603.00
	Aerohive AP250 Indoor plenum rated, 2 radio 3x3:3 802.11a/b/g/n/ac Access Point, MU-MIMO, 2 10/100/1000 Ethernet ports, FCC regulatory domain, without power injector Internal Antenna only			
AH-NGCS-SL -3Y	Aerohive NGCS 3 Year Support  Aerohive HiveManager NG Public Cloud Subscription for one (1) Aerohive Device, includes 3 year Global Select Support: phone, software & Support Portal, Hardware Advanced Replacement. Can be used with HiveManager NG VA	\$196.88	50	\$9,844.00
Installation- Network Equipment	USI Installation Installation & Configuration of Network Equipment - Aerohive Wireless	\$750.00	1	\$750.00
Installation- Network Equipment	USI Installation Installation & Configuration of Network Equipment - Physical installation of Aerohive APs	\$1,000.00	1	\$1,000.00
	* (	Optional Subtotal		\$28,197.00



Phone: 405-523-2162

Email: dlaase@unitedsystemsok.com

Web: http://www.unitedsystemsok.com

Quote Summary	Amount
Cisco Network Switches	\$12,203.36
Aerohive AP250 Wireless Access Points	\$28,197.00
Network Cabling for Aerohive APs	\$9,586.32
Tripp Lite Network Rack	\$1,308.28
Total:	\$51,294.96
Pricing is valid for 30 days. Signature below constitutes acceptance of this quo	•

proceed to supply all goods and services as stated. I hereby declare acceptance of payment terms, which is due upon receipt of invoice. Items that are returned or cancelled after written approval will be charged a restocking fee.

United Systems, Inc.

Guthrie Ind School Dist I-1

Signature:	Bril Jaase	Signature:	
Name:	David Laase	Name:	Dr. Mike Simpson
Title:	Sales Solutions Manager	Title:	
Date:	02/21/2018	Date:	

802 East Vilas Guthrie, OK 73044 405-282-5959 – Phone 405-282-5963 – Fax

### **Guthrie Public Schools**

## Technology Department

# Memo

**To:** Board of Education

**From:** Dee Benson, Director of Technology

**Date:** March 6, 2018

**Re:** 2018 - 2019 Security

I recently accepted proposals for updating and adding to our security system. We received six bids ranging from \$118,702.42 to \$221,355.14 for updates and additions to all seven school sites. Bids for the four non-classroom sites ranged from \$14,154.18 to \$16,891.13

I recommend awarding the bid to Digi security in the amount of \$135,593.55 to secure all of our sites.

If you have any questions please feel free to contact me anytime.

Office - 282-5959

Cell - 202-7409

Email – dee.benson@guthrieps.net



# PARTNERSHIP &CUSTOMIZED **TECHNOLOGY** THAT EMPOWERS

Video surveillance













#### **Guthrie Public School**

802 East Vilas Guthrie, OK 73044

#### Presented By:



**Digi Security Systems** 

11333 E 51st Pl Tulsa, OK 74146 USA www.digiss.com

> Modified: 2/14/2018 Revision:

Let's be partners.

tul 918.824.2520 okc 405.256.6406 e info@digiss.com w digiss.com license #245765

Page 1 of 14 92





## Scope of Work

DIGI will provide and install the following:

Provide and install all camera listed and requested in this RFP
Provide Version 6 licensing as requested by this RFP
Meet all requirements specified in this RFP
Provide storage calculations for a minimum of 30 days retention for the district
Training all required individuals to use Avigilon ACC Client
All cabling will be provided and installed by DIGI (Minimum CAT6 Plenum as specified)
Provide all professional installation materials for turn-key professional install
Provide 12 months FREE service after initial installation
Provide 36 months warranty on all Avigilon equipment

98 NEW CAMERAS- 126 TOTAL DEVICES

Page 2 of 14 93



#### **High School: Cameras**

#### 12 NEW CAMERAS- 22 NEW VIEWS DUE TO MULTI-SENSOR TECHNOLOGY

All multi-sensor mounts are included

#### CCTV

7 AVIGILON 3.0C-H4SL-DO1-IR
3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

1 AVIGILON 9W-H3-3MH-DP1-B
4 High Definition multisensor pendant mount dome camera, 3 x image sensor

1 AVIGILON CM-MT-WALL1
Pendant Wall Arm for H4SL Camera, requires H4SL-MT-NPTA1

4 AVIGILON 9W-H3-3MH-DP1-B
\$5,698.00 \*

High Definition multisensor pendant mount dome camera, 3 x image sensor

4 AVIGILON CM-MT-WALL1
Pendant Wall Arm for H4SL Camera, requires H4SL-MT-NPTA1

4 AVIGILON H4-MT-CRNR1

Aluminum corner mounting bracket for H4 high definition pendant dome and bullet camera

CCTV Total:

\$9,852.50

High School: Cameras Total:

\$9,852.50

#### High School: Encoders & Brackets

14 ENCODERS REQUIRED/7 ENCODER BRACKETS REQUIRED (1 PER 3 ENCODERS PER 1U)

#### CCTV

14 AVIGILON ENC-4P-H264 \$3,381.00

4-Port H.264 Video Encoder with 4 Audio Inputs and 4 Audio Output

7 AVIGILON ENC-BRK1U \$269.50

1U EIA (19") rack mountable bracket for 3 ENC-4P-H264 encoder

CCTV Total: \$3,650.50

High School: Encoders & Brackets Total: \$3,650.50

\* Price Includes Accessories

Presented By: Digi Security Systems 2/15/2018

Project Name: Avigilon Camera System- District Wide Project No.: DIGI -3129

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## High School: Cabling

ALL CAT6 PLENUM

CCTV

1400 WINDY CITY WIRE C6 UNS SOL CMP WHT

\$410.62

Category 6 Cabling, Unshielded, Plenum, White Jacket

CCTV Total:

\$410.62

High School: Cabling Total:

\$410.62

**Fogarty: Cameras** 

13 NEW CAMERAS

CCTV

5 AVIGILON 3.0C-H4SL-D1

\$1,610.00

3.0 MP, WDR, LightCatcher, Day/Night, Indoor Dome, 3-9mm f/1.4

8 AVIGILON 3.0C-H4SL-DO1-IR

\$3,192.00

3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

CCTV Total:

\$4,802.00

Fogarty: Cameras Total:

\$4,802.00

Fogarty: Encoders & Brackets

3 ENCODERS REQUIRED/1 ENCODER BRACKETS REQUIRED (1 PER 3 ENCODERS PER 1U)

CCTV

3 AVIGILON ENC-4P-H264

\$724.50

4-Port H.264 Video Encoder with 4 Audio Inputs and 4 Audio Output

1 AVIGILON ENC-BRK1U

\$38.50

1U EIA (19") rack mountable bracket for 3 ENC-4P-H264 encoder

CCTV Total:

\$763.00

Fogarty: Encoders & Brackets Total:

\$763.00

\* Price Includes Accessories

Presented By:

Digi Security Systems

2/15/2018

Project Name: Avigilon Camera System- District Wide Project No.: DIGI -3129

Page 4 of 14



#### Fogarty: Cabling

ALL CAT6 PLENUM

CCTV

1500 WINDY CITY WIRE C6 UNS SOL CMP WHT

\$439.95

Category 6 Cabling, Unshielded, Plenum, White Jacket

CCTV Total:

\$439.95

Fogarty: Cabling Total:

\$439.95

**Central Elementary: Cameras** 

16 NEW CAMERAS

CCTV

9 AVIGILON 3.0C-H4SL-D1

\$2,898.00

3.0 MP, WDR, LightCatcher, Day/Night, Indoor Dome, 3-9mm f/1.4

6 AVIGILON 3.0C-H4SL-DO1-IR

\$2,394.00

3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

1 AVIGILON 9W-H3-3MH-DO1-B

\$1,312.50

High Definition multisensor surface mount dome camera, 3 x image sensor

CCTV Total:

\$6,604.50

Central Elementary: Cameras Total:

\$6,604.50

**Central Elementary: Cabling** 

ALL CAT6 PLENUM

CCTV

1700 WINDY CITY WIRE C6 UNS SOL CMP WHT

\$498.61

Category 6 Cabling, Unshielded, Plenum, White Jacket

CCTV Total:

\$498.61

Central Elementary: Cabling Total:

\$498.61

Presented By: Digi Security Systems

2/15/2018

Project Name: Avigilon Camera System- District Wide Project No.: DIGI -3129

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<sup>\*</sup> Price Includes Accessories



#### Cotteral: Cameras

13 NEW CAMERAS

CCTV

2 AVIGILON 3.0C-H4SL-D1 \$644.00

3.0 MP, WDR, LightCatcher, Day/Night, Indoor Dome, 3-9mm f/1.4

9 AVIGILON 3.0C-H4SL-DO1-IR \$3,591.00

3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

2 AVIGILON 9W-H3-3MH-DO1-B \$2,625.00

High Definition multisensor surface mount dome camera, 3 x image sensor

CCTV Total: \$6,860.00

Cotteral: Cameras Total: \$6,860.00

**Cotteral: Cabling** 

ALL CAT6 PLENUM

CCTV

1600 WINDY CITY WIRE C6 UNS SOL CMP WHT \$469.28

Category 6 Cabling, Unshielded, Plenum, White Jacket

CCTV Total: \$469.28

Cotteral: Cabling Total: \$469.28

Junior High and Junior High Gym: Cameras

6 NEW CAMERAS

CCTV

6 AVIGILON 3.0C-H4SL-DO1-IR \$2,394.00

3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

CCTV Total: \$2,394.00

Junior High and Junior High Gym: Cameras Total: \$2,394.00

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- District Wide Project No.: DIGI -3129

Page 6 of 14

2/15/2018

<sup>\*</sup> Price Includes Accessories



#### Junior High and Junior High Gym: Encoders & Brackets

11 ENCODERS REQUIRED/5 ENCODER BRACKETS REQUIRED (1 PER 3 ENCODERS PER 1U)

THIS INCLUDES 10 EXISTING CAMERAS AT THE GYM

CCTV

11 AVIGILON ENC-4P-H264 \$2,656.50

4-Port H.264 Video Encoder with 4 Audio Inputs and 4 Audio Output

5 AVIGILON ENC-BRK1U \$192.50

1U EIA (19") rack mountable bracket for 3 ENC-4P-H264 encoder

CCTV Total: \$2,849.00

Junior High and Junior High Gym: Encoders & Brackets Total: \$2,849.00

Junior High and Junior High Gym: Cabling

ALL CAT6 PLENUM

CCTV

1000 WINDY CITY WIRE C6 UNS SOL CMP WHT \$293.30

Category 6 Cabling, Unshielded, Plenum, White Jacket

CCTV Total: \$293.30

Junior High and Junior High Gym: Cabling Total: \$293.30

**Faver: Cameras** 

3 NEW CAMERAS

CCTV

3 AVIGILON 3.0C-H4SL-DO1-IR \$1,197.00

3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

CCTV Total: \$1,197.00

Faver: Cameras Total: \$1,197.00

\* Price Includes Accessories

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- District Wide Project No.: DIGI -3129

Page 7 of 14

2/15/2018

98



#### Faver: Cabling

ALL CAT6 PLENUM

CCTV

350 WINDY CITY WIRE C6 UNS SOL CMP WHT

\$102.66

Category 6 Cabling, Unshielded, Plenum, White Jacket

CCTV Total:

\$102.66

Faver: Cabling Total:

\$102.66

**Upper Elementary: Cameras** 

35 NEW CAMERAS

CCTV

22 AVIGILON 3.0C-H4SL-D1

\$7,084.00

3.0 MP, WDR, LightCatcher, Day/Night, Indoor Dome, 3-9mm f/1.4

13 AVIGILON 3.0C-H4SL-DO1-IR

\$5,187.00

3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

CCTV Total:

CCTV Total:

\$12,271.00

**Upper Elementary: Cameras Total:** 

\$12,271.00

**Upper Elementary: Cabling** 

ALL CAT6 PLENUM

CCTV

4000 WINDY CITY WIRE C6 UNS SOL CMP WHT

Category 6 Cabling, Unshielded, Plenum, White Jacket

\$1,173.20

\$1,173.20

Upper Elementary: Cabling Total:

\$1,173.20

\* Price Includes Accessories

Presented By: Digi Security Systems

2/15/2018

Project Name: Avigilon Camera System- District Wide Project No.: DIGI -3129

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#### **ACC6 licensing**

Licensing for 126 devices- ONE TIME FEE

98 Cameras 28 Encoders

CCTV

2 AVIGILON 1C-ACC6-ENT \$435.50

ACC 6 Enterprise license for up to 1 camera channels.

1 AVIGILON 24C-ACC6-ENT \$4,351.75

ACC 6 Enterprise license for up to 24 camera channels.

2 AVIGILON 48C-ACC6-ENT \$17,348.50

ACC 6 Enterprise license for up to 48 camera channels.

1 AVIGILON 4C-ACC6-ENT \$750.75

ACC 6 Enterprise license for up to 4 camera channels.

CCTV Total: \$22,886.50

ACC6 licensing Total: \$22,886.50

#### IT room equipment

Leviton Patch Panel for 22 Closets that will be used in the district

Patch Cabling for 126 devices across the district

CCTV

22 LEVITON 49255-H24 \$1,444.30

QuickPort Patch Panel, 24-Port, 1RU

126 LEVITON 6D460-3W \$976.50

Patch Cord, Extreme Cat6, 3ft, White

CCTV Total: \$2,420.80

IT room equipment Total: \$2,420.80

\* Price Includes Accessories

Presented By: Digi Security Systems 2/15/2018

Project Name: Avigilon Camera System- District Wide Project No.: DIGI -3129

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#### **Professional linstallation Materials**

CCTV

1 DIGI DSS-INSTMAT \$495.00

Installation Materials - Flex, Fittings, Caulk, J-Hooks, Junction Boxes, Etc.

CCTV Total: \$495.00

Professional linstallation Materials Total: \$495.00

Project Subtotal: \$80,433.42

\* Price Includes Accessories

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- District Wide Project No.: DIGI -3129

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2/15/2018





### **Project Summary**

Equipment: \$80,433.42

Labor: \$38,269.00

Grand Total: \$118,702.42

Client: Dee Benson Date

Contractor: Digi Security Systems Date





#### AVIGILON 1C-ACC6-ENT

ACC 6 Enterprise license for up to 1 camera channels.



#### **AVIGILON 24C-ACC6-ENT**

ACC 6 Enterprise license for up to 24 camera channels.



#### AVIGILON 3.0C-H4SL-D1

Straight out of the box, the H4 SL camera is designed and packaged for simple ordering and quick and flexible installation. This camera line's discreet and modular design allows it to seamlessly fit in to its surroundings. Dome models come with surface and in-ceiling mounts that can quickly and easily be alternated.



#### AVIGILON 3.0C-H4SL-DO1-IR

Straight out of the box, the H4 SL camera is designed and packaged for simple ordering and quick and flexible installation. This camera line's discreet and modular design allows it to seamlessly fit in to its surroundings. Dome models come with surface and in-ceiling mounts that can quickly and easily be alternated.



#### **AVIGILON 48C-ACC6-ENT**

ACC 6 Enterprise license for up to 48 camera channels.

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- District Wide

Project No.: DIGI -3129

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#### **AVIGILON 4C-ACC6-ENT**

ACC 6 Enterprise license for up to 4 camera channels.



#### AVIGILON 9W-H3-3MH-DO1-B

The 9 MP HD Multisensor camera enables fully flexible coverage of areas that normally require multiple cameras, delivering superior image detail in HD resolution. With three manually adjustable sensors, you can ensure you're getting the coverage you need, specific to your own environment.



#### AVIGILON 9W-H3-3MH-DP1-B

The 9 MP HD Multisensor camera enables fully flexible coverage of areas that normally require multiple cameras, delivering superior image detail in HD resolution. With three manually adjustable sensors, you can ensure you're getting the coverage you need, specific to your own environment.



#### **AVIGILON ENC-4P-H264**

Avigilon analog video encoders minimize bandwidth and storage requirements while capturing high-quality surveillance footage in full resolution of up to 30 images per second (per analog camera) for greater coverage and enhanced overall protection.



#### AVIGILON ENC-BRK1U

Mounting bracket for 3 Avigilon Analog Video Encoders in 1U of standard rack space

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- District Wide

Project No.: DIGI -3129

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#### DIGI DSS-INSTMAT

Installation Materials - Flex, Fittings, Caulk, J-Hooks, Junction Boxes, Etc.

#### **LEVITON 49255-H24**

QuickPort Patch Panel, 24-Port, 1RU



#### LEVITON 6D460-3W

Patch Cord, Extreme Cat6, 3ft, White



#### WINDY CITY WIRE C6 UNS SOL CMP WHT

Category 6 Cabling, Unshielded, Plenum, White Jacket



Project No.: DIGI -3129

Page 14 of 14



# PARTNERSHIP &CUSTOMIZED **TECHNOLOGY** THAT EMPOWERS

Video survellance

Intrusion alarm

Fire alarm

Access control

WQ Analytics

System integration

Avigilon Camera System- Admin

**Guthrie Public School** 

802 East Vilas Guthrie, OK 73044

#### Presented By:

**Digi Security Systems** 

11333 E 51st Pl Tulsa, OK 74146 USA Tulsa, OK 7414 (918)824-2520 www.digiss.com

> Modified: Revision:

2/14/2018

## Let's be partners.

tul 918.824.2520 okc 405.256.6406 e info@digiss.com w digiss.com license #245765



## Scope of Work

DIGI will provide and install the following at the Admin building:

Provide and install all camera listed and requested in this RFP
Provide Version 6 licensing as requested by this RFP
Meet all requirements specified in this RFP
Provide storage calculations for a minimum of 30 days retention for the district
Training all required individuals to use Avigilon ACC Client
All cabling will be provided and installed by DIGI (Minimum CAT6 Plenum as specified)
Provide all professional installation materials for turn-key professional install
Provide 12 months FREE service after initial installation
Provide 36 months warranty on all Avigilon equipment

#### Admin building includes:

6 new cameras 6 new licenses Cabling IT equipment Professional installation materials Installation



#### Admin building: Cameras

6 NEW CAMERAS

CCTV

3 AVIGILON 3.0C-H4SL-D1 \$966.00

3.0 MP, WDR, LightCatcher, Day/Night, Indoor Dome, 3-9mm f/1.4

3 AVIGILON 3.0C-H4SL-DO1-IR \$1,197.00

3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

CCTV Total: \$2,163.00

Admin building: Cameras Total: \$2,163.00

Admin building: Cabling

ALL CAT6 PLENUM

CCTV

700 WINDY CITY WIRE C6 UNS SOL CMP WHT \$205.31

Category 6 Cabling, Unshielded, Plenum, White Jacket

CCTV Total: \$205.31

Admin building: Cabling Total: \$205.31

**ACC6 licensing** 

CCTV

2 AVIGILON 1C-ACC6-ENT \$469.00

ACC 6 Enterprise license for up to 1 camera channels.

1 AVIGILON 4C-ACC6-ENT \$808.50

ACC 6 Enterprise license for up to 4 camera channels.

CCTV Total: \$1,277.50

ACC6 licensing Total: \$1,277.50

\* Price Includes Accessories

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- Admin

Project No.: DIGI -3131

Page 3 of 7

2/14/2018



#### IT room equipment

CCTV

1 LEVITON 49255-H24 \$65.65

QuickPort Patch Panel, 24-Port, 1RU

6 LEVITON 6D460-3W \$46.50

Patch Cord, Extreme Cat6, 3ft, White

CCTV Total: \$112.15

IT room equipment Total: \$112.15

#### **Professional linstallation Materials**

CCTV

1 DIGI DSS-INSTMAT \$50.00

Installation Materials - Flex, Fittings, Caulk, J-Hooks, Junction Boxes, Etc.

CCTV Total: \$50.00

Professional linstallation Materials Total: \$50.00

Project Subtotal: \$3,807.96

\* Price Includes Accessories

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- Admin Project No.: DIGI -3131

Page 4 of 7



#### **Project Summary**

**Equipment:** \$3,807.96

> Labor: \$2,618.00

**Grand Total:** \$6,425.96

Date Client: Dee Benson

Date Contractor: **Digi Security Systems** 





#### **AVIGILON 1C-ACC6-ENT**

ACC 6 Enterprise license for up to 1 camera channels.



#### AVIGILON 3.0C-H4SL-D1

Straight out of the box, the H4 SL camera is designed and packaged for simple ordering and quick and flexible installation. This camera line's discreet and modular design allows it to seamlessly fit in to its surroundings. Dome models come with surface and in-ceiling mounts that can quickly and easily be alternated.



#### AVIGILON 3.0C-H4SL-DO1-IR

Straight out of the box, the H4 SL camera is designed and packaged for simple ordering and quick and flexible installation. This camera line's discreet and modular design allows it to seamlessly fit in to its surroundings. Dome models come with surface and in-ceiling mounts that can quickly and easily be alternated.



#### AVIGILON 4C-ACC6-ENT

ACC 6 Enterprise license for up to 4 camera channels.

#### **DIGI DSS-INSTMAT**

Installation Materials - Flex, Fittings, Caulk, J-Hooks, Junction Boxes, Etc.

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- Admin Project No.: DIGI -3131

Page 6 of 7





#### LEVITON 49255-H24

QuickPort Patch Panel, 24-Port, 1RU



#### **LEVITON 6D460-3W**

Patch Cord, Extreme Cat6, 3ft, White



#### WINDY CITY WIRE C6 UNS SOL CMP WHT

Category 6 Cabling, Unshielded, Plenum, White Jacket



## PARTNERSHIP &CUSTOMIZED **TECHNOLOGY** THAT EMPOWERS

Avigilon Camera System- Maintenance

**Guthrie Public School** 

802 East Vilas Guthrie, OK 73044



Video surveillance



Intrusion alarm



Fire alarm





Access control



WQ Analytics



System integration

Presented By:

**Digi Security Systems** 

(918)824-2520

11333 E 51st Pl Tulsa, OK 74146 USA www.digiss.com

> Modified: Revision:

2/14/2018

Let's be partners.

tul 918.824.2520 okc 405.256.6406 e info@digiss.com w digiss.com license #245765



## Scope of Work

DIGI will provide and install the following at the Maintenance building:

Provide and install all camera listed and requested in this RFP
Provide Version 6 licensing as requested by this RFP
Meet all requirements specified in this RFP
Provide storage calculations for a minimum of 30 days retention for the district
Training all required individuals to use Avigilon ACC Client
All cabling will be provided and installed by DIGI (Minimum CAT6 Plenum as specified)
Provide all professional installation materials for turn-key professional install
Provide 12 months FREE service after initial installation
Provide 36 months warranty on all Avigilon equipment

Maintenance building includes:

3 new cameras 3 new licenses Cabling IT equipment Professional installation materials Installation



#### Maintenance building: Cameras

3 NEW CAMERAS

CCTV

3 AVIGILON 3.0C-H4SL-DO1-IR

\$1,197.00

3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

CCTV Total:

\$1,197.00

Maintenance building: Cameras Total:

\$1,197.00

Maintenance building: Cabling

ALL CAT6 PLENUM

CCTV

300 WINDY CITY WIRE C6 UNS SOL CMP WHT

\$87.99

Category 6 Cabling, Unshielded, Plenum, White Jacket

CCTV Total:

\$87.99

Maintenance building: Cabling Total:

\$87.99

**ACC6 licensing** 

CCTV

3 AVIGILON 1C-ACC6-ENT

\$703.50

ACC 6 Enterprise license for up to 1 camera channels.

CCTV Total:

\$703.50

ACC6 licensing Total:

\$703.50

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- Maintenance Project No.: DIGI -3133

Page 3 of 7

<sup>\*</sup> Price Includes Accessories



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CCTV

1 LEVITON 49255-H24 \$65.65

QuickPort Patch Panel, 24-Port, 1RU

3 LEVITON 6D460-3W \$23.25

Patch Cord, Extreme Cat6, 3ft, White

CCTV Total: \$88.90

IT room equipment Total: \$88.90

**Professional Installation Materials** 

CCTV

1 DIGI DSS-INSTMAT \$25.00

Installation Materials - Flex, Fittings, Caulk, J-Hooks, Junction Boxes, Etc.

CCTV Total: \$25.00

Professional Installation Materials Total: \$25.00

Project Subtotal: \$2,102.39

\* Price Includes Accessories

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- Maintenance Project No.: DIGI -3133

Page 4 of 7



### **Project Summary**

**Equipment:** \$2,102.39

> Labor: \$1,386.00

**Grand Total:** \$3,488.39

Date Client: Dee Benson

Date Contractor: **Digi Security Systems** 





#### **AVIGILON 1C-ACC6-ENT**

ACC 6 Enterprise license for up to 1 camera channels.



#### AVIGILON 3.0C-H4SL-DO1-IR

Straight out of the box, the H4 SL camera is designed and packaged for simple ordering and quick and flexible installation. This camera line's discreet and modular design allows it to seamlessly fit in to its surroundings. Dome models come with surface and in-ceiling mounts that can quickly and easily be alternated.

#### **DIGI DSS-INSTMAT**

Installation Materials - Flex, Fittings, Caulk, J-Hooks, Junction Boxes, Etc.



#### **LEVITON 49255-H24**

QuickPort Patch Panel, 24-Port, 1RU



#### **LEVITON 6D460-3W**

Patch Cord, Extreme Cat6, 3ft, White

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- Maintenance

Project No.: DIGI -3133

Page 6 of 7





#### WINDY CITY WIRE C6 UNS SOL CMP WHT

Category 6 Cabling, Unshielded, Plenum, White Jacket

Project No.: DIGI -3133

Page 7 of 7



# PARTNERSHIP & CUSTOMIZED TECHNOLOGY THAT EMPOWERS

Video surveillance

Intrusion olarm

Fire alarm

CJ VOID

Access control

WQ Analytics

System integration

**Guthrie Public School** 

802 East Vilas Guthrie, OK 73044

#### Presented By:

Digi Security Systems

11333 E 51st Pl Tulsa, OK 74146 USA (918)824-2520 www.digiss.com

> Modified: Revision:

2/14/2018

# Let's be partners.

tul 918.824.2520 okc 405.256.6406 e info@digiss.com w digiss.com license #245765



## Scope of Work

DIGI will provide and install the following at the Transportation building:

Provide and install all camera listed and requested in this RFP
Provide Version 6 licensing as requested by this RFP
Meet all requirements specified in this RFP
Provide storage calculations for a minimum of 30 days retention for the district
Training all required individuals to use Avigilon ACC Client
All cabling will be provided and installed by DIGI (Minimum CAT6 Plenum as specified)
Provide all professional installation materials for turn-key professional install
Provide 12 months FREE service after initial installation
Provide 36 months warranty on all Avigilon equipment

Transportation building includes:

3 new cameras 3 new licenses Cabling IT equipment Professional installation materials Installation



#### Transportation building: Cameras

3 NEW CAMERAS

CCTV

3 AVIGILON 3.0C-H4SL-DO1-IR

\$1,197.00

3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

CCTV Total:

\$1,197.00

Transportation building: Cameras Total:

\$1,197.00

Transportation building: Cabling

ALL CAT6 PLENUM

CCTV

300 WINDY CITY WIRE C6 UNS SOL CMP WHT

\$87.99

Category 6 Cabling, Unshielded, Plenum, White Jacket

CCTV Total:

\$87.99

Transportation building: Cabling Total:

\$87.99

ACC6 licensing

CCTV

3 AVIGILON 1C-ACC6-ENT

\$703.50

ACC 6 Enterprise license for up to 1 camera channels.

CCTV Total:

\$703.50

ACC6 licensing Total:

\$703.50

\* Price Includes Accessories

Presented By: Digi Security Systems

Project Name: Avigilon Camera System-

Transportation

Project No.: DIGI -3132



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CCTV

1 LEVITON 49255-H24 \$65.65

QuickPort Patch Panel, 24-Port, 1RU

3 LEVITON 6D460-3W \$23.25

Patch Cord, Extreme Cat6, 3ft, White

CCTV Total: \$88.90

IT room equipment Total: \$88.90

**Professional linstallation Materials** 

CCTV

1 DIGI DSS-INSTMAT \$25.00

Installation Materials - Flex, Fittings, Caulk, J-Hooks, Junction Boxes, Etc.

CCTV Total: \$25.00

Professional linstallation Materials Total: \$25.00

Project Subtotal: \$2,102.39

\* Price Includes Accessories

Presented By: Digi Security Systems

Project Name: Avigilon Camera System-

Transportation

Project No.: DIGI -3132



#### **Project Summary**

Equipment: \$2,102.39

Labor: \$1,386.00

Grand Total: \$3,488.39

Client: Dee Benson Date

Contractor: Digi Security Systems Date

Transportation

Project No.: DIGI -3132





#### **AVIGILON 1C-ACC6-ENT**

ACC 6 Enterprise license for up to 1 camera channels.



#### AVIGILON 3.0C-H4SL-DO1-IR

Straight out of the box, the H4 SL camera is designed and packaged for simple ordering and quick and flexible installation. This camera line's discreet and modular design allows it to seamlessly fit in to its surroundings. Dome models come with surface and in-ceiling mounts that can quickly and easily be alternated.

#### DIGI DSS-INSTMAT

Installation Materials - Flex, Fittings, Caulk, J-Hooks, Junction Boxes, Etc.



#### LEVITON 49255-H24

QuickPort Patch Panel, 24-Port, 1RU



#### LEVITON 6D460-3W

Patch Cord, Extreme Cat6, 3ft, White

Presented By: Digi Security Systems

Project Name: Avigilon Camera System- Transportation

Project No.: DIGI -3132

Page 6 of 7





#### WINDY CITY WIRE C6 UNS SOL CMP WHT

Category 6 Cabling, Unshielded, Plenum, White Jacket

Project No.: DIGI -3132



## PARTNERSHIP &CUSTOMIZED **TECHNOLOGY** THAT EMPOWERS

Video surveillance



Intrusion alarm



Fire alarm





Access control



**√Q** Analytics



System integration

#### **Guthrie Public School**

802 East Vilas Guthrie, OK 73044

#### Presented By:

**Digi Security Systems** 

1 (918)824-2520

11333 E 51st Pl Tulsa, OK 74146 USA www.digiss.com

> Modified: Revision:

2/14/2018

## Let's be partners.

tul 918.824.2520 okc 405.256,6406 e info@digiss.com w digiss.com license #245765



## Scope of Work

DIGI will provide and install the following at the Technology/Nutrition building:

Provide and install all camera listed and requested in this RFP
Provide Version 6 licensing as requested by this RFP
Meet all requirements specified in this RFP
Provide storage calculations for a minimum of 30 days retention for the district
Training all required individuals to use Avigilon ACC Client
All cabling will be provided and installed by DIGI (Minimum CAT6 Plenum as specified)
Provide all professional installation materials for turn-key professional install
Provide 12 months FREE service after initial installation
Provide 36 months warranty on all Avigilon equipment

Technology/Nutrition building includes:

3 new cameras 3 new licenses Cabling IT equipment Professional installation materials Installation



#### Technology/Nutrition building: Cameras

3 NEW CAMERAS

CCTV

3 AVIGILON 3.0C-H4SL-DO1-IR

\$1,197.00

3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.4, Integrated IR

CCTV Total:

\$1,197.00

Technology/Nutrition building: Cameras Total:

\$1,197.00

Technology/Nutrition building: Cabling

ALL CAT6 PLENUM

CCTV

300 WINDY CITY WIRE C6 UNS SOL CMP WHT

\$87.99

Category 6 Cabling, Unshielded, Plenum, White Jacket

CCTV Total:

\$87.99

Technology/Nutrition building: Cabling Total:

\$87.99

**ACC6 licensing** 

CCTV

3 AVIGILON 1C-ACC6-ENT

\$703.50

ACC 6 Enterprise license for up to 1 camera channels.

CCTV Total:

\$703.50

ACC6 licensing Total:

\$703.50

\* Price Includes Accessories

Presented By: Digi Security Systems

Project Name: Avigilon Camera System-

Technology/Nutrition

Project No.: DIGI -3134



	IT room equipment	
CCTV		
1	LEVITON 49255-H24	\$65.65
	QuickPort Patch Panel, 24-Port, 1RU	
3	LEVITON 6D460-3W	\$23.25
	Patch Cord, Extreme Cat6, 3ft, White	
	CCTV Total:	\$88.90
	IT room equipment Total:	\$88.90
	Professional Installation Materials	
CCTV		
1	DIGI DSS-INSTMAT	\$25.00
	Installation Materials - Flex, Fittings, Caulk, J-Hooks, Junction Boxes, Etc.	
	CCTV Total:	\$25.00
	Professional Installation Materials Total:	\$25.00
	Project Subtotal:	\$2,102.39

\* Price Includes Accessories

Presented By: Diqi Security Systems
Project Name: Avigilon Camera System-

Technology/Nutrition

Project No.: DIGI -3134



#### **Project Summary**

**Equipment:** \$2,102.39

> \$1,386.00 Labor:

**Grand Total:** \$3,488.39

Client: Dee Benson Date

Date Contractor: **Digi Security Systems** 

\* Price Includes Accessories

Presented By: Digi Security Systems

Project Name: Avigilon Camera System-

Technology/Nutrition

Project No.: DIGI -3134







#### AVIGILON 1C-ACC6-ENT

ACC 6 Enterprise license for up to 1 camera channels.



#### AVIGILON 3.0C-H4SL-DO1-IR

Straight out of the box, the H4 SL camera is designed and packaged for simple ordering and quick and flexible installation. This camera line's discreet and modular design allows it to seamlessly fit in to its surroundings. Dome models come with surface and in-ceiling mounts that can quickly and easily be alternated.

#### DIGI DSS-INSTMAT

Installation Materials - Flex, Fittings, Caulk, J-Hooks, Junction Boxes, Etc.



#### LEVITON 49255-H24

QuickPort Patch Panel, 24-Port, 1RU



#### LEVITON 6D460-3W

Patch Cord, Extreme Cat6, 3ft, White

Presented By: Digi Security Systems

2/14/2018

Project Name: Avigilon Camera System- Technology/Nutrition Project No.: DIGI -3134





#### WINDY CITY WIRE C6 UNS SOL CMP WHT

Category 6 Cabling, Unshielded, Plenum, White Jacket



## **Board of Education Personnel Reports**

<i>Employi</i>	ment Ru	eauest
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Classification Certified			First	Pay	Hrs Per	
Name	Site	<b>Teaching Assignment</b>	Work Day	Grade	Day	Replacing
Devereaux, April	GUES	School Nurse	03/05/18		6	New Position
Classification Support			First	Pav	Hrs Per	

NameSiteTeaching AssignmentWork DayGradeDayReplacingJones, WendyGUESSp Ed Paraprofessional04/02/1837.5Ebony Williams

#### FMLA Request

Support: 2

**Certified**: 1

#### Transfer of Position Report

Classification	Certified			
Name	Transfered From	Transfered To	Replacing	Tran sfer Date
Davis, Pamela	GUES	High School	Mary Hudson	8/14/2018

#### Separation of Employment

oopur a sion of Employment					
Classification	Certified				
Name		Site	<b>Teaching Assignment</b>	<b>Reason for Separation</b>	<b>Effective Date</b>
Ice, Kathy		Junior High	STEAM (Science)	Resigning	5/25/2018
Ritter, Patsy		GUES	5th Grade	Resigning	5/25/2018
Classification	Support				
Name		Site	Teaching Assignment	<b>Reason for Separation</b>	<b>Effective Date</b>
Buchanan, Cherina		Transportation	Route Driver	Resigning	2/23/2018
Garcia, Stephanie		High School	Cafeteria Worker	Resigning	2/5/2018
Kinney, Michael		Child Nutrition	Cafeteria Warehouse	Terminated	3/2/2018
Watts Lacina, Jean		Administration	Personnel Secretary	Retiring	6/30/2018
Williams, Ebony		GUES	Sp Ed Paraprofessional	Terminated	2/23/2018

## Guthrie Public Schools Building Level Administrators

LastName	FirstName	Assignment	Total Experience
Bali	Jeffrey	Principal in Waiting	22
Davison	Susan	Principal	33
Graham	Scot	Principal	18
Karns	Kyle	Assistant Principal	29
LeGrande	Chris	Principal	26
Rainwater	Robbie	Principal	14
Stone	Bret	Assistant Principal	34
Throckmorton	Dustin	Assistant Principal	19
Todd	Marsha	Principal	24
Watson	Dani	Principal	14

Friday, March 02, 2018 Page 1 of 1

#### **Guthrie Public Schools Position Pay Grade Schedule**

Position	Pay Grade
Clerical	129 2 00 10
Secretary to Superintendent	12
Payroll / Appropriated Funds	11
Activity Fund Clerk	9
Secretary to Assistant Superintendent	9
Treasure/ School Food Authority (SFA)	9
Personnel Clerk	9
Secretary to Director of Special Education	7
High School Financial Secretary	7
Central Office Receptionist	7
High School Registrar	7
Junior High Financial Secretary	4
Site Secretary / Receptionist	4
Maintenance Clerk	4
Technology	
Systems Analyst	10
Computer Support Tech I	8
Data Management Specialist	7
Assistants	
Paraprofessional Certified	3
Maintenance	
Lead Maintenance	11
Full-Time Maintenance	8
Grounds Superintendent	8
Grounds Maintenance	3
Certified HVAC/Electrical Technician - Journeyman	\$20 \$23 Hourly
Certified Electrician/HVAC Technician - Contractor	\$20 \$26 Hourly
Custodial	
Head Custodian - High School	6
Head Custodian – Junior High / GUES	5
Head Custodian – Cotteral / Central / Fogarty	4
Custodian	3
Transportation	
Lead Mechanic	12
Mechanic	10
Full Time Special Needs Driver	13
Route Supervisor	13
Dispatch Supervisor	6
Route Driver	13
Monitor	2
Child Nutrition	2
Cafeteria Manager	6
Secretary to Child Nutrition Director	4
Cafeteria Worker	2

Full-time Employees that work a minimum of four (4) hours daily will receive the district paid teacher retirement benefit. Full-time Employees that work a minimum of six (6) hours daily will qualify to receive all fringe benefits available through the district support employee benefit program.

Up to 5 years credit may be granted for Military Service on the Support Personnel Salary Schedule.

#### Guthrie Public Schools Property Committee Meeting March 5, 2018 5:00 p.m.

Members present: Dr. Mike Simpson, Carmen Walters, Michelle Chapple, Cody Thompson, Dee Benson, Jennifer Bennett-Johnson, Terry Pennington, and Linda Skinner. Janna Pierson was present for Sharon Watts.

#### Mr. Thompson spoke on the following items:

#### **Expenditure Reports:**

- Summarized the expenses for February
- 24 new Purchase Orders for February

#### **Completed Projects:**

- 236 Work-Orders completed at Maintenance
- 56 Work-Orders completed at Transportation
- HVAC repairs/upgrades throughout the District
- Plumbing repairs/upgrades throughout the District
- Electrical repairs/upgrades throughout the District
- Repaired/replaced doors/keys/locks throughout the district
- Repaired fire alarm stations at Cotteral
- Refurbished Scrubber & 3 vacuums at the H.S.
- Roof repairs made to Administration, Fog. Quad, and Cotteral
- Welding repairs to south goal post for the soccer nets
- Assembled new playground equipment for Cotteral Spec Needs
- Replaced bad breaker in H.S. kitchen which controls several outlets, garbage disposal, and dishwasher

#### **Projects in Progress:**

- Currently have 82 Maintenance Work-Orders in progress
- Currently have 136 Transportation Work-Orders in progress
- District HVAC, Electrical and Plumbing repairs
- Replacing air filters at all sites and cleaning coils
- Continuing bus repairs, #56 in the shop, #49 & #53 have been repaired
- Continuing roof repairs where needed at all sites:
  - a. Fogarty Quad bldg. and coping stone on main roof
  - b. Central Kitchen roof and east hallway sections
  - c. Jr. High Gym & part of the lower main roof
  - d. Administration Board room and Spec Needs area
- Continue painting the center section hall walls at the H.S.
- Repairs to outside exterior walls at Faver annex building
- Continue to repair/upgrade guttering at Fogarty
- Replace the two doors on the north side of Fogarty, 3 entry doors at Cotteral, and one classroom door for Color Guard at the H.S.
- Scheduling HVAC Tune Up Program with Clearusults/OG&E
- Safe Routes to School sidewalk has begun on Walnut
- Scheduling to connect all kitchen hoods to fire alarm system

#### **Future Projects:**

- Continue making repairs/upgrades to facilities and equipment recommended in the Performance Review Report
- Install new sidewalk for Band to parking lot
- Restroom fixtures and playground upgrades, and teacher moves to prepare for the transition to neighborhood schools
- Continue to make repairs or replace HVAC units at all sites
- Roof repairs throughout the district
- Floor upgrades in classrooms at the HS, Bus Drivers Room, and Fogarty
- Water proofing repairs to J.H. café and kitchen areas
- Master lock/key system Central classroom doors and entry doors at the H.S., Cotteral, and Jr. High
- Build a closet for one classroom at Fogarty
- Chiller replacement/repairs GUES (1 compressor)
- Repair/Replace/Paint the siding on the football locker rooms at Faver
- Parking lot repairs to Fogarty, GUES, and the H.S.

#### **Bond Projects Discussion:**

Charter Oak ES -

- a. Gym concrete base floor has been poured Electrical, mechanical, and plumbing rough-ins in progress
- b. Main building Block walk is being built

  Metal framing being installed, outer section complete, classroom section is underway

  Electrical, Mechanical, & plumbing rough-in are in progress

  Main water piping is in progress

  Fire line loop piping and fire sprinkler
- c. Retaining wall for north parking lot is completed

rough-in are in progress

- d. Pad for water tower has been poured
- e. Center Section Block walls are being built

  Door frames are being installed
- f. Lagoon

High School Chiller -

- a. Pre-installation electrical work has been completed
- b. Additional concrete pad has been poured
- c. Chiller has been delivered and is being built into the system

Dee Benson discussed the IT Bond projects and quotes he has obtained.

Dr. Simpson discussed the revised school calendar, the right-of-way easement for CREC, and the work that is being done to determine the Elementary boundaries.

#### **Guthrie Public Schools**

#### **Finance Committee Meeting**

March 6, 2018

4:00 P.M.

In Attendance: Dr. Mike Simpson, Doug Ogle, Carmen Walters, Michelle Chapple, Angie Smedley, Dee Benson, Gina Davis, Janna Pierson, Tina Smedley, and Michele Hamby

**Ms. Chapple** opened the meeting informing the committee the first items were routine financial reports, speaking briefly on the Comparative Financial Report and Fund Balance Projection.

**Ms. Chapple** spoke on the following:

## Municipal Accounting Systems (MAS) renewal contract for Financial and Student Accounting software

This is our annual renewal contract for our student/financial software.

#### Mr. Ogle spoke on the following:

#### 2018-2019 Revised School Calendar

Martin Luther King Day was incorrect on the previously approved calendar. This new draft corrects that holiday and moves the elementary parent/teacher conferences.

#### **OERB Grant**

The high school has received a grant in the amount of \$9436.24 for the purchase of science supplies.

#### **Ms. Walters** spoke on the following:

#### K-8 Remedial Summer School Program

Instruction will include reading and math, with an approximate cost of \$32,000, funded through Title I.

#### Ms. Smedley spoke on the following:

#### **Request to Participate in State Special Olympics Summer Games**

Approximately 54 students and adult sponsors will be attending the games in Stillwater this year, at a cost of roughly \$9960, paid entirely through the Special Olympics activity fund.

#### **Mr. Benson** spoke on the following:

#### **District Technology Plan Approval**

This is the same plan approved last year, with updates to dates and software additions.

#### Contract Renewals with AT&T and Onenet

Renewals of current contracts with no change in cost to district.

#### **Erate Contract with United Systems – Charter Oak ES**

Cost to district will be \$10258.99 after Erate to install wireless.

#### TwoTrees purchase of servers and professional services

After working with three bidders to virtualize our server environment, it is recommended we approve contract with TwoTrees as they are a better fit to the district.

#### Approve bid with Digi to upgrade and add security to all sites

This will be a cost of \$135,593.55 to Digi Security Systems to secure all sites.

#### **Dr. Simpson** spoke on the following:

#### **Charter Oak Easement**

CREC has requested an easement to install lines at Charter Oak Elementary School.

#### **Dr. Simpson and Mr. Benson** spoke on the following:

Following the agenda items, Dr. Simpson, along with Mr. Benson, Spoke briefly regarding proposed elementary boundaries.

#### **Curriculum Committee Meeting Minutes**

February 6, 2018

5:00 p.m.

Those in attendance: Dr. Mike Simpson, Doug Ogle, Carmen Walters, Dee Benson, Angie Smedley, Janna Pierson, Gina Davis, Travis Sallee and Sheryl Miles

#### Ms. Walters

- K-8 Remedial Summer School Program
   Summer school will be offered from June 4th June 28<sup>th</sup> M-Th 8:30-11:30 a.m at the projected cost of \$32,000 funded through federal Title I funds.
- School Designations
   We are no longer focus designations for Fogarty, GUES and the High School. With the

new guidelines followed under ESSA they will identify new designations by looking at OSTP test scores for 2017, 2018 and 2019 that will measure the same standards.

- Elementary Beginning and Middle of the Year MAP Scores
   For grades Pre-K through 6<sup>th</sup> their averaged scores for ELA (Reading) were at the
   Beginning of the Year (BOY) 54% and the Middle of the Year (MOY) 54%. For Math the
   Pre-K through 6<sup>th</sup> averaged scores showed the BOY at 51% and MOY at 48%
- DHS Referrals

DHS referrals reported by our staff are at the highest level they have ever been for the last four years. For this school year 2017-2018 we are already at 32 referrals with three months of school left.

#### Mr. Ogle

Revised 2018-2019 Calendar

There was a mistake on the draft calendar that was brought to you at the February board meeting with Martin Luther King Day being shown on January 14, 2019 when it should have been January 21, 2019. This also changed the elementary Parent Teacher Conferences to January 29, 2019 and January 31, 2019 at the request of the District Calendar Committee.

#### Wrapping up ACT Prep

Mr. LeGrande and the high school administrative staff are finishing up the ACT Prep during Power Hour with the juniors. For next year Mr. LeGrande is looking for a way to incorporate ACT Prep as a mandatory semester class for all juniors.

# ACT April 3<sup>rd</sup> (Make-up April 24<sup>th</sup>) All juniors will be taking the ACT free of charge on April 3<sup>rd</sup> paid by the SDE. This year there is a makeup day on April 24<sup>th</sup> for those that miss the first test.

#### Career Fair Info

Ms. Walters attended OBU Career Fair with GUES Assistant Principal Jeff Ball on February 28<sup>th</sup>. They spoke with around 20 graduates and collected resumes. Mr. Ogle and Ms. Walters will be attending OSU Career Fair March 27<sup>th</sup>. Mr. Ogle is concerned that since UCO moved their student teaching to the fall semester, that the applicant pool may be rather small this year.