

**SEMINOLE STATE COLLEGE  
BOARD OF REGENTS REGULAR MEETING  
Thursday, December 12, 2024**

**Luncheon  
Enoch Kelly Haney Center – Utterback Ballroom  
In conjunction with the Seminole Chamber of Commerce Monthly Forum  
2701 Boren Blvd., Seminole, OK 74868  
12:00 P.M.**

**Business Session  
Enoch Kelly Haney Center – Board Room  
2701 Boren Blvd., Seminole, OK 74868  
1:00 P.M.**

**I. CALL TO ORDER**

**II. ROLL CALL OF MEMBERS**

**INTRODUCTION OF GUESTS**

**IV. READING AND APPROVAL OF MINUTES**

- Meeting Minutes October 24, 2024

**Board Action: Approve/Reject/Revise**

**V. COMMUNICATIONS TO THE BOARD**

**Financial Report – November 30, 2024**

*Report on Purchases over \$15,000 for October:*

• Dell Marketing LP	\$69,600.00	GEAR UP and Campus Laptops
• Realityworks Inc	\$25,502.65	STEM Simulators
• Bytespeed	\$17,200.00	IT Equip for STEM

*Report on Purchases over \$15,000 for November:*

• Next Step Group	\$23,125.08	Nursing View Boards
• NCCEP	\$18,000.00	GEAR UP Curriculum for new grant

**Board Action: Approve/Reject/Table**

**VI. HEARING OF DELEGATIONS**

None at the time of the filing of the agenda

**VII. PRESIDENT'S REPORT**

- **Personnel Update**
- **Report on Oklahoma Board of Nursing**
- **Campus Activities**
- **Campus Construction and Renovations Update**
- **Generator Repair/Purchase**
- **ECU/SSC English Instructor Consortium Agreement**
- **2025 Board Meeting Dates**

**VIII. BUSINESS**

- A. Review and consider approval of an interlocal cooperation agreement with “The Oklahoma Purchasing System” (TOPS)

**Board Action: Approve/Reject/Table**

- B. Discussion and possible action to approve Ideal Impact Services Agreement

**Board Action: Approve/Reject/Table**

- C. Discussion and possible action to approve Ideal Impact Lease Purchase Agreement

**Board Action: Approve/Reject/Table**

- D. Consideration and possible action on new items of business, not known about or which could not have been reasonably foreseen prior to the time of the posting of the Agenda

**Board Action: As Appropriate**

**IX. CONSENT AGENDA**

Approval of the following items:

- [Ratification of the 2025-2026 Academic Calendar](#)
- [Jenzabar Maintenance Contract Renewal](#)
- Program Review – Medical Laboratory Technology Program

**Board Action: Approve/Reject/Table**

**X. ADJOURNMENT**

**The Seminole State College Board of Regents may discuss, vote to approve, vote to deny, vote to table, change the sequence of any agenda item, or decide not to take up or vote on any item on this Agenda.**

**If you need disability-related accommodation or wheelchair access information,  
please contact: Office of ADA compliance at 405-382-9216.  
Requests should be made by December 11, 2024**

## Minutes

### SEMINOLE STATE COLLEGE BOARD OF REGENTS REGULAR MEETING October 24, 2024

#### **I. Call to Order**

The Seminole State College Board of Regents' regular monthly meeting was called to order at 1:00 p.m. in the Board Room of the Enoch Kelly Haney Center.

#### **II. Roll Call of Members**

Roll call was conducted. Regent Ryan Franklin, Regent Ryan Pitts and Regent Bryan Cain were absent. The members present were Marci Donaho, Curtis Morgan, Robyn Ready and Teresa Burnett.

#### **III. Introduction of Guests**

President Reynolds introduced administrators and staff present at the meeting. Special recognition was given to Edie Cathey, Director of Enrollment; Kirk Vanderslice with Hinkle & Company, PC; and members of the STEM Division: Jarrod Tollett, Wendy Rich, Dr. Nilmini Senaratne, Truitt Eubanks, and Dr. Deanna Miles.

#### **IV. Minutes**

There being no additions or corrections to the minutes of the special meeting held September 24, 2024; Regent Ready made a motion to approve the minutes as written and Regent Burnett seconded the motion. Roll call was as follows: Donaho, yes; Burnett, yes; Ready, yes and Morgan, yes.

#### **V. Communications to the Board**

**Financial Report** – Melanie Rinehart, Vice President for Finance, Grants and Enrollment presented a review of the College's revenue and expenses through September 30, 2024. Regent Burnett made a motion to approve the Financial Report as presented and Regent Donaho seconded the motion. Roll call was as follows: Donaho, yes; Burnett, yes; Ready, yes and Morgan, yes.

*Purchases over \$15,000 for September:*

• Technical Laboratory Systems Inc	\$47,830.00
• J & J Dozer Service	\$24,100.00

**VI. Hearing of Delegations**

None

**VII. President's Report**

President Reynolds discussed items under the President's Report and the Business portion of the agenda by utilizing a PowerPoint presentation. (See enclosed copy of the PowerPoint presentation)

*Personnel Update* – President Reynolds gave a personnel update. Johnathan Bennet has been hired as the GEAR Up Director. Ben Little has been hired as the NASNTI Student Success Specialist and Marlene Webster has been hired as the GEAR UP Professional Development/Family Engagement Coordinator.

*Campus Activities* – President Reynolds told the Board members about several campus activities. These were:

- ✓ SSC Regents Donaho, Burnett, Pitts and Ready recently attended a Regents Education Program at the State Regents' office
- ✓ Edie Cathey gave the Regents a report on Student Debt
- ✓ Tribal Fest 2024 was held on campus
- ✓ Two SSC Employees: Carmen Wright and Cullen Birney; were recently honored by the Seminole Chamber of Commerce
- ✓ Three SSC Employees were recently honored at the annual Oklahoma Association of Community Colleges Conference in Tulsa
- ✓ An Early College luncheon was held with Seminole Public Schools
- ✓ President Reynolds told the Regents about some recent gifts given to the SSC Educational Foundation and the Sports Complex
- ✓ Talent Search and Upward Bound recently held an ACT prep workshop on campus for area public schools
- ✓ A luncheon for SSC retirees was held on October 23<sup>rd</sup>
- ✓ The Business Division recently held a Business Skills Seminar for local students
- ✓ An Enrollment Rush has begun at SSC with Spring enrollment now open
- ✓ The Trick or Treat Trail will be held on October 29<sup>th</sup>
- ✓ The Military and Veteran Resource Fair will be held on November 7<sup>th</sup>
- ✓ A Study Abroad trip is planned for this spring to London and Paris

**VIII. Business**

**Approval of the FY23 External Audit** - President Reynolds presented the Board with a copy of the FY23 External Audit for their review. The Audit Committee consisting of Regents Burnett, Morgan and Ready reviewed the audit before the Board meeting with President Reynolds, Vice President Rinehart and a representative from Hinkle & Company. Kirk

Vanderslice from Hinkle & Company discussed the audit and stated that there were no major concerns and termed it a “clean audit.” He commended Vice President Rinehart and her staff on a job well done. President Reynolds recommended approval of the External Audit as presented. Regent Donaho made a motion to accept the FY23 External Audit as presented, and Regent Burnett seconded this motion. Roll call was as follows: Donaho, yes; Burnett, yes; Ready, yes and Morgan, yes.

**Ratification of a Declaration of a State of Emergency** – President Reynolds recommended approval of ratification of a Declaration of a State of Emergency because of the September 2024 flooding on campus. Regent Donaho made a motion to approve the Declaration of a State of Emergency and Regent Burnett seconded this motion. Roll call was as follows: Donaho, yes; Burnett, yes; Ready, yes and Morgan, yes.

**Approval of Bid from J&J Dozier Service, Inc. for Motor Pool Secured Parking -** President Reynolds presented the Board with information about a bid from J&J Dozier Service, Inc. for the construction of a motor pool secured parking lot. This item was tabled in September because of a revision of the request for additional proposals. The Board members were presented with a memo from Vice President Rinehart outlining the two bids received and recommended approval of the bid from J&J Dozier Service, Inc. Regent Ready made a motion to approve the bid from J&J Dozier Service, Inc. and Regent Burnett seconded the motion. Roll call was as follows: Donaho, yes; Burnett, yes; Ready, yes and Morgan, yes.

**Approval of Bid from Laerdal Medical Corporation for Nursing Lab Manikins -** President Reynolds presented the Board with a copy of a memo from Vice President Rinehart outlining two bids received for nursing simulator manikins and equipment for the nursing laboratory. Regent Ready made a motion to approve the bid from Laerdal Medical Corporation and Regent Donaho seconded the motion. Roll call was as follows: Donaho, yes; Burnett, yes; Ready, yes and Morgan, yes.

### **Consent Agenda**

Regents were presented with information concerning items on the Consent Agenda. President Reynolds recommended approval of these items. Regent Burnett made a motion to approve the Consent Agenda items and Regent Donaho seconded the motion. Roll call was as follows: Donaho, yes; Burnett, yes; Ready, yes and Morgan, yes.

Consent agenda items included:

- Program Review – Associate in Science in Enterprise Development – Business Admin.
- Program Review – Associate in Science in Enterprise Development – General Studies
- Program Review – Associate in Science in Business
- Program Review – Physical Therapy Assistant Program
- Program Review – Associate in Arts in Social Science

## **IX. Adjournment**

Minutes  
SSC Board of Regents Regular Meeting  
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The meeting was adjourned at 1:57 p.m.

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**Seminole State College  
Combining Statement of Net Assets  
As of November 30, 2024**

	<b>Education and General Fund</b>	<b>Auxiliary and Restricted Fund</b>	<b>Capital Projects Fund</b>	<b>Payroll Withholding Fund</b>	<b>OKHEEI Trust Fund</b>	<b>Federal Restricted Fund</b>	<b>CARES Act Fund</b>	<b>Capital Assets and Long-Term Debt Fund</b>	<b>Total All Funds</b>
Cash and Cash Equivalents	1,816,725	1,950,900	2,446,864	2,135	(5,244)	45,221	(2,800)	-	6,253,801
Accounts Receivable, net	-	-	-	-	-	-	-	-	-
Other Accrued Income	(63,261)	-	-	-	-	-	-	-	(63,261)
Capital Assets, net	-	-	-	-	-	-	-	21,892,056	21,892,056
<b>Total Assets</b>	<b>1,753,464</b>	<b>1,950,900</b>	<b>2,446,864</b>	<b>2,135</b>	<b>(5,244)</b>	<b>45,221</b>	<b>(2,800)</b>	<b>21,892,056</b>	<b>28,082,596</b>
Accounts Payable	(650)	97,329	-	-	-	-	-	-	96,679
Other Accrued Expenses	-	-	-	2,135	-	-	-	-	2,135
Due To/From Other Funds	-	-	-	-	-	-	-	-	-
Long-Term Debt	-	-	-	-	-	-	-	11,307,687	11,307,687
<b>Total Liabilities</b>	<b>(650)</b>	<b>97,329</b>	<b>-</b>	<b>2,135</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,307,687</b>	<b>11,406,502</b>
Beginning Net Position	2,484,730	626,834	756,350	-	(5,244)	29,181	(2,800)	4,546,264	8,435,315
Change in Net Position	(730,616)	1,226,736	1,690,514	-	-	16,040	-	6,038,105	8,240,779
<b>Ending Net Position</b>	<b>1,754,114</b>	<b>1,853,570</b>	<b>2,446,864</b>	<b>-</b>	<b>(5,244)</b>	<b>45,221</b>	<b>(2,800)</b>	<b>10,584,369</b>	<b>16,676,094</b>



**Seminole State College**  
**Combining Statement of Revenues, Expenses and Changes in Net Assets**  
**For the Period July 1 through November 30, 2024**

	Education and General Fund	Auxiliary and Restricted Fund	Capital Projects Fund	Payroll Withholding Fund	OKHEEI Trust Fund	Federal Restricted Fund	CARES Act Fund	Capital Assets and Long-Term Debt Fund	Total All Funds
<b>Revenues</b>									
Tuition and fees, net	\$ 1,667,761	\$ 980,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,648,090
State appropriations	2,921,942	-	2,247,677	-	-	-	-	-	5,169,619
Federal grants and contracts	-	4,382,202	-	-	-	17,000	-	-	4,399,202
State and private grants and contracts	52,015	696,461	-	-	-	-	-	-	748,476
Housing & Food Service	-	689,641	-	-	-	-	-	-	689,641
Bookstore	-	762,260	-	-	-	-	-	-	762,260
Other revenues	245,596	670,598	-	-	-	-	-	-	916,194
Total operating revenues	4,887,314	8,181,491	2,247,677	-	-	17,000	-	-	15,333,482
<b>Expenditures</b>									
Compensation and benefits	3,806,566	1,585,282	-	-	-	675	-	-	5,392,523
Contractual services	355,768	668,981	42,684	-	-	-	-	-	1,067,433
Supplies and materials	306,559	2,516,447	133,343	-	-	285	-	-	2,956,635
Scholarships and fellowships	593,855	1,465,352	-	-	-	-	-	-	2,059,208
Communications	36,404	7,278	-	-	-	-	-	-	43,682
Depreciation	-	-	-	-	-	-	-	-	-
Utilities	181,246	69,988	-	-	-	-	-	-	251,234
Other expenditures	337,532	641,427	381,136	-	-	-	-	(6,038,105)	(4,678,011)
Total Operating Expenses	5,617,930	6,954,755	557,163	-	-	960	-	(6,038,105)	7,092,703
Operating income (loss)	(730,616)	1,226,736	1,690,514	-	-	16,040	-	6,038,105	8,240,779
Transfers from (to)	-	-	-	-	-	-	-	-	-
Change in Net Position	(730,616)	1,226,736	1,690,514	-	-	16,040	-	6,038,105	8,240,779

**Seminole State College**  
**Combining Statement of Changes in Cash and Cash Equivalents**  
**For the Period July 1 through November 30, 2024**

	<b>Education and General Fund</b>	<b>Auxiliary and Restricted Fund</b>	<b>Capital Projects Fund</b>	<b>Payroll Withholding Fund</b>	<b>OKHEEI Trust Fund</b>	<b>Federal Restricted Fund</b>	<b>CARES Act Fund</b>	<b>Capital Assets and Long-Term Debt Fund</b>	<b>Total All Funds</b>
Cash and Cash Equivalents	\$ 2,888,940	\$ 484,548	\$ 1,799,249	\$ 2,135	\$ (5,244)	\$ 29,181	\$ (2,800)	\$ -	\$ 5,196,010
Change in Net Position	(730,616)	1,226,736	1,690,514	-	-	16,040	-	6,038,105	8,240,779
Changes not providing (using) cash	(341,599)	239,616	(1,042,900)	-	-	-	-	(6,038,105)	(7,182,988)
Cash and Cash Equivalents, Ending	<u>\$ 1,816,725</u>	<u>\$ 1,950,900</u>	<u>\$ 2,446,864</u>	<u>\$ 2,135</u>	<u>\$ (5,244)</u>	<u>\$ 45,221</u>	<u>\$ (2,800)</u>	<u>\$ -</u>	<u>\$ 6,253,801</u>

**Seminole State College**  
**Education and General - Statement of Budgeted Revenues and Expenditures**  
**For the Period July 1 through November 30, 2024**

	<u>ACTUAL</u>		<u>BUDGET</u>	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
<b><u>REVENUE</u></b>				
<b>State Appropriations</b>	\$ 512,157	\$ 2,921,942	6,045,148	\$ 2,756,587
Tuition	(71,104)	918,798	2,702,742	1,418,940
Non-Resident Tuition Fees	5,218	155,892	650,063	341,283
Remedial Course Fee	(1,266)	16,240	37,832	19,862
<b>Tuition</b>	<u>(67,152)</u>	<u>1,090,931</u>	<u>3,390,637</u>	<u>1,780,084</u>
STEM Academic Excellence Fee	(1,542)	46,607	115,470	60,622
LAH Academic Excellence Fee	(609)	18,793	47,456	24,914
Bus & Ed Academic Excellence Fee	(1,558)	25,038	66,418	34,869
Health Science Academic Excellence Fee	(27)	3,018	12,457	6,540
Social Science Academic Excellence Fee	(787)	20,265	49,022	25,737
Physical Therapist Assistance Fee	807	2,556	3,668	1,926
Technology Service Fee	(503)	95,448	261,000	137,025
Bus And Ind Additional Fees	-	-	500	263
Nursing Fee	(891)	18,833	76,062	39,933
Laboratory Fees	(427)	26,775	70,787	37,163
Medical Lab Tech Fee	127	1,041	8,776	4,607
Electronic Academic Access Fee	(1,152)	33,140	76,800	40,320
Dist Education/Outreach Fee	(9,853)	127,651	306,377	160,848
<b>Academic Course Fees</b>	<u>(16,414)</u>	<u>419,163</u>	<u>1,094,793</u>	<u>574,766</u>
Late Payment Fees	186	976	5,458	2,865
Application For Admission Fees	436	4,877	11,225	5,893
Assessment Fee	53	31,610	86,063	45,183
Refund Per Legal Settlement	-	-	-	-
Ace Testing Fees	(8)	37	2,590	1,360
Hybrid Course Fee	-	-	-	-
Sr Citizens Discount	-	-	-	-
Enrollment Seminars	-	-	-	-
Clep Testing Fees	15	60	190	100
Library Automation Fee	(54)	29,172	79,643	41,813
Clearing Other Special Enrollment	-	-	-	-
Records Fee	(62)	21,193	57,765	30,327
Parking Fees	(90)	11,375	27,040	14,196
Student Id Fee	640	6,231	14,964	7,856
Accident Shield Fee	3,971	11,744	97,035	50,943
Special Testing Fees	274	573	3,350	1,759
International Student Fee	(15)	72	8,138	4,272
Compliance Fee	90	21,107	57,360	30,114
Safety Fee	(500)	18,638	49,978	26,238
<b>Other Student Fees</b>	<u>4,935</u>	<u>157,666</u>	<u>500,799</u>	<u>262,919</u>
<b>Total Tuition and Fees</b>	<u>(78,631)</u>	<u>1,667,761</u>	<u>4,986,229</u>	<u>2,617,770</u>
<b>Other Income</b>	<u>30,589</u>	<u>297,611</u>	<u>500,544</u>	<u>262,786</u>
<b>Total Revenue</b>	<u>464,115</u>	<u>4,887,314</u>	<u>11,531,921</u>	<u>5,637,143</u>
<b><u>EXPENDITURES</u></b>				
Instruction	427,391	2,162,804	5,672,273	2,393,699
Research	-	-	-	-
Public Service	-	-	-	-
Academic Support	46,086	342,703	639,771	269,983
Student Services	144,863	758,599	2,049,133	864,734
Institutional Support	150,196	798,674	2,023,331	853,846
Physical Plant	233,633	976,431	2,221,864	937,627
Scholarships and Tuition Waivers	16,142	578,720	950,000	950,000
<b>Total Expenditures</b>	<u>1,018,312</u>	<u>5,617,930</u>	<u>13,556,372</u>	<u>6,269,889</u>
<b>Total Revenue Over (Under) Expenditures</b>	<u>\$ (554,197)</u>	<u>(730,616)</u>	<u>\$ (2,024,451)</u>	<u>\$ (632,746)</u>

**Seminole State College**  
**Auxiliary Summary Statement of Revenue and Expenditures**  
**For the Period July 1 through November 30, 2024**

	CURRENT MONTH	YEAR TO DATE	BUDGET	
			ANNUAL	YEAR-TO-DATE
<b><u>REVENUES</u></b>				
Contractual Food Service	\$ 36,908	\$ 396,212	\$ 815,542	\$ 384,120
Bookstore	34,096	767,732	1,346,480	741,910
Institutional Support	41,121	659,504	622,685	323,796
Seminole/Roesler Residential Centers	21,140	692,162	1,073,670	484,225
Student Activities	17,761	362,210	353,477	181,334
<b>Total Revenues</b>	<b>151,027</b>	<b>2,877,819</b>	<b>4,211,854</b>	<b>2,115,386</b>
<b><u>EXPENDITURES</u></b>				
Contractual Food Service	76,809	308,526	815,542	417,558
Bookstore	40,344	315,292	951,358	497,463
Institutional Support	45,453	680,206	1,109,000	542,301
Seminole/Roesler Residential Centers	58,759	396,326	799,351	364,553
Student Activities	10,095	38,445	141,615	69,250
<b>Total Expenditures</b>	<b>231,460</b>	<b>1,738,795</b>	<b>3,816,866</b>	<b>1,891,124</b>
<b>Revenue Over (Under) Expenditures</b>	<b>\$ (80,433)</b>	<b>\$ 1,139,024</b>	<b>\$ 394,988</b>	<b>\$ 224,262</b>

**Seminole State College**  
**Food Service - Statement of Revenue and Expenditures**  
**For the Period July 1 through November 30, 2024**

	<b>ACTUAL</b>		<b>BUDGET</b>	
	<b><u>CURRENT</u></b>	<b><u>YEAR-TO-DATE</u></b>	<b><u>ANNUAL</u></b>	<b><u>YEAR-TO-DATE</u></b>
Meals revenue	\$ 36,908	\$ 395,622	\$ 800,000	\$ 376,800
Other revenue	-	590	15,542	7,320
<b>Total revenue</b>	<b><u>36,908</u></b>	<b><u>396,212</u></b>	<b><u>815,542</u></b>	<b><u>384,120</u></b>
Supplies	-	3,748	4,826	2,471
Miscellaneous Expenditures	-	-	-	-
Contractual Service	76,777	300,727	800,000	409,600
Professional Services	32	4,051	10,716	5,487
<b>Total expenditures</b>	<b><u>76,809</u></b>	<b><u>308,526</u></b>	<b><u>815,542</u></b>	<b><u>417,558</u></b>
<b>Net profit (loss)</b>	<b><u>\$ (39,901)</u></b>	<b><u>\$ 87,686</u></b>	<b><u>\$ -</u></b>	<b><u>\$ (33,437)</u></b>

**Seminole State College**  
**Bookstore Statement of Revenue and Expenditures**  
**For the Period July 1 through November 30, 2024**

	<b>ACTUAL</b>		<b>BUDGET</b>	
	<b>CURRENT</b>	<b>YEAR-TO-DATE</b>	<b>ANNUAL</b>	<b>YEAR-TO-DATE</b>
Sales revenue	\$ 33,557	\$ 762,260	\$ 1,313,375	\$ 723,670
Other revenue	540	5,472	33,105.00	\$ 18,241
<b>Total revenue</b>	<u>34,096</u>	<u>767,732</u>	<u>1,346,480</u>	<u>741,910</u>
Purchase For Resale	<u>24,386</u>	<u>238,541</u>	<u>781,500</u>	<u>443,111</u>
Professional Salaries, F.T.	3,657	18,287	42,245	10,561
Classified Salaries, F.T.	5,000	25,000	38,049	9,512
Classified Salaries, P.T.	-	-	1,295	324
Student Wages	-	-	5,000	1,250
Fringe Benefits	4,802	24,010	45,769	11,442
<b>Compensation expenditures</b>	<u>13,459</u>	<u>67,296</u>	<u>132,358</u>	<u>33,090</u>
Travel	587	1,007	2,000	1,134
Supplies	107	1,803	7,000	3,969
Miscellaneous Expenditures	1,175	1,555	1,000	567
Contractual Service	630	4,702	24,800	14,062
Sponsorships	-	388	1,500	851
Postage	-	-	1,200	680
<b>Other expenditures</b>	<u>2,498</u>	<u>9,455</u>	<u>37,500</u>	<u>21,263</u>
<b>Total expenditures</b>	<u>40,344</u>	<u>315,292</u>	<u>951,358</u>	<u>497,463</u>
<b>Net profit (loss)</b>	<u>\$ (6,247)</u>	<u>\$ 452,440</u>	<u>\$ 395,122</u>	<u>\$ 244,448</u>

**Seminole State College**  
**Institutional Support- Statement of Budgeted Revenues and Expenditures**  
**For the Period July 1 through November 30, 2024**

	<u>ACTUAL</u>		<u>BUDGET</u>	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
<b><u>REVENUE</u></b>				
Student Service Fee	\$ 14,595	\$ 295,116	\$ 288,042	149,782
Infrastructure Fee	16,258	323,004	313,283	162,907
<b>Student Fees</b>	<u>30,853</u>	<u>618,120</u>	<u>601,325</u>	<u>312,689</u>
Other Income-Overpayment	9,868	34,165	8,368	4,351
ATM other non-revenue	-	4,248	20	10
Refunds / Reimbursements	-	23	1,484	772
Interest Income	-	-	-	-
Seminar fees	-	-	1,243	646
Vending maching commissions	-	322	-	-
Photocopy revenue	-	-	-	-
Repair and replacemnet, damaged property	-	-	-	-
Haney Center	400	2,625	10,245	5,327
<b>Other income</b>	<u>10,268</u>	<u>41,383</u>	<u>21,360</u>	<u>11,107</u>
<b>Total Revenue</b>	<u>41,121</u>	<u>659,504</u>	<u>622,685</u>	<u>323,796</u>
<b><u>EXPENDITURES</u></b>				
Professional Services	37,000	170,317	150,000	73,350
<b>Personnel expenditures</b>	<u>37,000</u>	<u>198,726</u>	<u>150,000</u>	<u>73,350</u>
Travel	-	-	3,000	1,467
Supplies	180	2,637	7,000	3,423
Miscellaneous Expenditures	1,575	17,500	49,000	23,961
Contractual Service	1,211	2,562	-	-
Housing and book scholarships	5,488	458,314	900,000	440,100
Haney Center	-	-	-	-
<b>Total Expenditures</b>	<u>45,453</u>	<u>680,206</u>	<u>1,109,000</u>	<u>542,301</u>
<b>Total Revenue Over (Under) Expenditures</b>	<u>\$ (4,332)</u>	<u>\$ (20,702)</u>	<u>\$ (486,315)</u>	<u>(218,505)</u>

**Seminole State College**  
**Housing - Statement of Revenue and Expenditures**  
**For the Period July 1 through November 30, 2024**

	<b>ACTUAL</b>		<b>BUDGET</b>	
	<u><b>CURRENT</b></u>	<u><b>YEAR-TO-DATE</b></u>	<u><b>ANNUAL</b></u>	<u><b>YEAR-TO-DATE</b></u>
Rental revenue - Dorms	\$ 20,160	686,312	\$ 1,055,388	475,980
Other revenue	980	5,850	18,282	8,245
<b>Total revenue</b>	<u>21,140</u>	<u>692,162</u>	<u>1,073,670</u>	<u>484,225</u>
Professional Salaries, F.T.	3,657.33	18,287	41,598	10,400
Professional Services	866.79	3,901	41,598	19,842.25
Professional Services	-	1,505	6,000	2,862.00
Fringe Benefits	2,246.43	11,199	32,135	8,033.75
<b>Personnel expenditures</b>	<u>6,771</u>	<u>34,891</u>	<u>121,331</u>	<u>41,137</u>
Travel	-	-	1,500	716
Supplies	169	9,122	36,320	17,325
Miscellaneous Expenditures	-	616	500	239
Lease Payments	45,452	272,711	500,000	238,500
Contractual Service	-	10,467	8,700	4,150
Utilities	6,368	68,518	131,000	62,487
<b>Other expenditures</b>	<u>51,989</u>	<u>361,434</u>	<u>678,020</u>	<u>323,416</u>
<b>Total expenditures</b>	<u>58,759</u>	<u>396,326</u>	<u>799,351</u>	<u>364,553</u>
<b>Net profit (loss)</b>	<u>\$ (37,619)</u>	<u>295,836</u>	<u>\$ 274,319</u>	<u>\$ 119,672</u>



**Seminole State College**  
**Student Activities - Statement of Revenue and Expenditures**  
**For the Period July 1 through November 30, 2024**

	<u>ACTUAL</u>		<u>BUDGET</u>	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Student activity fee	\$ 15,893	\$ 325,440	\$ 317,770	\$ 163,016
Cultural & recreation fee	1,868	36,769	35,707	18,318
<b>Total Revenue</b>	<u>17,761</u>	<u>362,210</u>	<u>353,477</u>	<u>181,334</u>
Athletic Administration	-	-	-	-
National Tournaments	-	1,068	50,000	24,450
Golf-Women	750	2,000	800	391
Golf-Men	-	2,000	800	391
Womens Soccer	-	8,895	17,619	8,616
Men's Basketball	362	4,216	9,000	4,401
Women's Basketball	500	1,123	3,295	1,611
Volleyball	-	4,171	3,600	1,760
Baseball	4,203	6,129	18,560	9,076
Softball	-	1,391	19,441	9,507
Student Government	4,585	5,725	6,500	3,179
Livestock Judging Team	-	-	-	-
PLC	670	2,702	12,000	5,868
SSC Aggie (AFAC)	(400)	(400)	-	-
Phi Theta Kappa (AFAC)	(200)	(200)	-	-
NASA (AFAC)	(375)	(375)	-	-
Student Nurse Association(AFAC)	-	-	-	-
<b>Total Expenditures</b>	<u>10,095</u>	<u>38,445</u>	<u>141,615</u>	<u>69,250</u>
<b>Revenue Over (Under) Expenditures</b>	<u>\$ 7,666</u>	<u>\$ 323,764</u>	<u>\$ 211,862</u>	<u>\$ 112,084</u>

**Seminole State College**  
**Restricted Funds - Statement of Revenue and Expenditures**  
**For the Period July 1 through November 30, 2024**

	<u>Revenue</u>	<u>Expenditures</u>	<u>Net</u>
PELL	\$ 1,656,087	\$ 1,653,017	\$ 3,070
SEOG	42,000	42,000	-
Direct Loans	552,204	538,207	13,997
College Work Study	23,851	23,851	-
SSC Foundation	-	14,406	(14,406)
Private Scholarships	276,277	376,524	(100,247)
Private Loans	121,243	-	121,243
Tribal Fest	1,763	1,648	115
Cherokee Student Grants	36,250	33,750	2,500
Sac & Fox Student Grants	8,527	8,527	-
Creek Tribe Student Grants	6,500	4,000	2,500
Shawnee Tribe Student Grants	9,714	12,019	(2,305)
Choctaw Tribe Student Grants	19,841	20,486	(645)
Citizen Pottawatomie Stud Grnt	18,623	21,673	(3,050)
Chickasaw Tribe Std't Grants	51,650	49,350	2,300
OHLAP	169,488	192,065	(22,577)
Misc Indial Tribal Grants	29,958	28,653	1,305
Seminole Tribe Student Grants	16,000	16,000	-
Oklahoma Tuition Aid Grant	125,000	125,000	-
<b>Subtotal Financial Aid</b>	<u>3,164,975</u>	<u>3,161,176</u>	<u>3,800</u>
Title III Engaging Students in Science	-	-	-
Ub Math/Science #2	188,589	172,726	15,863
Ub Math/Science #1	192,581	183,000	9,581
Upward Bound #2	175,268	165,985	9,284
Upward Bound #1	243,478	230,011	13,467
Talent Search West	123,752	124,637	(884)
Talent Search Central	170,888	172,838	(1,950)
Dream Catcher Gear Up	402,729	330,912	71,817
STEM Student Support	115,370	115,016	354
Student Support Serices	131,755	132,394	(640)
NASNTI Grant	255,407	139,158	116,249
Scholars for Excellence	13,551	31,578	(18,027)
NASNTI Grant Supplemental	-	40,315	(40,315)
NASNTI - Supplemental FY25	-	750	(750)
CONGRESSIONAL FUNDS - NURSING	-	115,866	(115,866)
GEER FUNDING - OSRHE	-	5,000	(5,000)
TANF	69,281	42,493	26,789
TANF - Ada	-	19,605	(19,605)
<b>Subtotal Federal Grants</b>	<u>2,082,650</u>	<u>2,022,284</u>	<u>60,366</u>
Care Bears	3,789	260	3,529
Nursing Student'S	132	980	(848)
Upward Bound #2 Fund Raiser	768	-	768
Upward Bound M/S Fund Raiser	180	-	180
Ub Ms #2 Fund Raiser	2,020	-	2,020
Upward Bound #1 Fundraiser	90	600	(510)
<b>Subtotal Other Restricted</b>	<u>6,979</u>	<u>1,840</u>	<u>5,139</u>
<b>Total</b>	<u>\$ 5,254,604</u>	<u>\$ 5,185,300</u>	<u>\$ 69,304</u>

**Seminole State College**  
**Campus Organizations - Statement of Revenue and Expenditures**  
**For the Period July 1 through November 30, 2024**

	<u>Revenue</u>	<u>Expenditures</u>	<u>Net</u>
VA REPORT FEE	-	1,427	(1,427)
FACULTY SENATE	2,079	1,448	630
SEMINOLE STATE AGGIE CLUB	-	105	(105)
SSC STUDENT PTA ASSOCIATION	350	700	(350)
UB #1 SUMMER FOOD PROGRAM	5,854	-	5,854
PHI THETA KAPPA	342	88	254
UBMS SUMMER FOOD PROGRAM	3,753	-	3,753
UB M/S #2 SUMMER FOOD PROGRAM	4,804	5,000	(196)
UB2 SUMMER FOOD PROGRAM	4,065	-	4,065
MLT BOC FEE	-	1,350	(1,350)
RESIDENTIAL DEPOSITS	(4,100)	-	(4,100)
PROFESSIONAL STAFF COUNCIL	985	1,250	(265)
CLASSIFIED STAFF ASSOCIATION	125	525	(400)
SHOTGUN SHOOTING TEAM	-	162	(162)
P.R.I.D.E.	84	149	(65)
MU ALPHA THETA - AFAC	-	(300)	300
PSI BETA AFAC	-	(400)	400
FBLA AFAC	-	(800)	800
SIGMA KAPPA DELTA (AFAC)	-	(150)	150
ART CLUB - AFAC	-	(660)	660
PRIDE - AFAC	-	(200)	200
OTHER ORGANIZATIONS AND ACTIVITIES	30,728	20,965	9,763
	<u>\$ 49,068</u>	<u>\$ 30,660</u>	<u>\$ 18,408</u>



# MEETING DATES

<u>Date</u>	<u>Time</u>	<u>Place of Meeting</u>
Thursday, January 16, 2025	1:00 p.m.	Haney Center – Board Room
Thursday, February 20, 2025	1:00 p.m.	Haney Center – Board Room
Thursday, March 27, 2025	1:00 p.m.	Haney Center – Board Room
Thursday, May 15, 2025	1:00 p.m.	Haney Center – Board Room
Thursday, June 12, 2025	1:00 p.m.	Haney Center – Board Room
Thursday, July 17, 2025	1:00 p.m.	Haney Center – Board Room
Thursday, August 21, 2025	1:00 p.m.	Haney Center – Board Room
Thursday, October 30, 2025	1:00 p.m.	Haney Center – Board Room
Thursday, December 11, 2025	1:00 p.m.	Haney Center – Board Room

**THE OKLAHOMA PURCHASING SYSTEM**

**INTERLOCAL COOPERATION AGREEMENT**

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

**MEMBER:**

NAME OF AGENCY: Seminole State College  
BOARD APPROVAL DATE: 12/12/2024  
AGENCY CONTACT: Melanie Rinehart  
CONTACT TITLE: VP of Finance, Grants and Enrollment  
CONTACT SIGNATURE: \_\_\_\_\_

APS and Member hereby represent that:

- Both entities are “public agencies,” as that term is defined in the Interlocal Cooperation Act; and
- APS is a public school district, acting under the authority granted to it pursuant to § 139 of the PCBA; and
- Member is a public agency within the State of Oklahoma as defined by 74 O.S. § 1003(A), acting under the authority granted to it pursuant to § 139 of the PCBA; OR
- Member is a public agency outside the State of Oklahoma as defined by 74 O.S. § 1003(A)(5);

**NOW THEREFORE**, APS and Member hereby agree as follows:

**I. DEFINITIONS**

For the purposes of this Agreement:

1. The term “public agency” shall mean any political subdivision of the State of Oklahoma or agency of the state government, or public trust, their respective boards, and public trusts of which they are beneficiaries, or a public agency outside the state of Oklahoma;

2. The term “member” shall mean a public agency which has become a party to this Agreement;
3. The term “group” shall mean The Oklahoma Purchasing System;
4. The term “participating agency” shall mean a member or the group;
5. The term “construction-related materials and services” shall mean any materials or services that would or could be required to be subject to public bidding under the PCBA.

## **II. STATEMENT OF SERVICES OFFERED**

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

## **III. PURPOSE**

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

## **IV. TERM**

This Agreement covers the period July 1 to June 30 of each calendar year and is good for life unless either party terminates the agreement.

## **V. RIGHTS**

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

## **VI. DUTIES/RESPONSIBILITIES**

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

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

**TOPS, and BTOK Marketing, LLC, as the buyer's agent, is responsible for the following:**

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

**Members are responsible for the following:**

- Approving the Interlocal Cooperation Agreement with APS.
- Commit to participate in the program by an authorized signature in the appropriate space within this Agreement.
- Designate a contact person.
- Commit to purchase construction-related materials and services that become part of the official materials and services list when it is in the best interest of the Cooperative Member.
- Prepare purchase orders issued to the appropriate vendor/contractor from the official award list provided by TOPS.
- Accept shipments of products ordered from vendor/contractors in accordance with standard purchasing procedures.
- Pay vendor/contractors in a timely manner for all goods and services received.
- Providing notice of intent to terminate this agreement, in writing, to David Lassiter, Director of TOPS, at least thirty (30) days in advance of the intent to terminate. Advance notice of termination is waived in the event a participating public agency is dissolved or consolidated or a participating school district is consolidated, annexed, designated as fiscally distressed, or managed by the State Department of Education.
- Providing local purchasing estimates to TOPS by the specified deadline for all items to be purchased under contract. The public agency agrees to establish estimates with the intent to purchase said quantities.
- Refraining from initiating bids/proposals for purchasing contracts that conflict with those being solicited by TOPS and for which the Member has enrolled for participation until such time as those solicitations by TOPS are closed.
- Seeking resolution of all problems regarding purchasing, delivery, receiving, and billing, with the appropriate vendor/contractor.

- Understanding and agreeing that participating in this Agreement does not relieve the Members from obligations to comply with all applicable procurement laws.

**VII. DISSOLUTION AND DISPOSITION OF PROPERTY**

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

**VIII. FINANCING**

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

**IX. ACCEPTANCE**

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

**Member Contact Information:**

Address:	2701 Boren Blvd _____		
City:	Seminole _____		
State:	OK _____	Zip:	74868 _____
Phone:	405-382-9238 _____	Fax:	_____

Primary Contact Name:	Melanie Rinehart _____		
Primary Contact Title:	VP of Finance, Grants and Enrollment _____		
Primary Contact Email:	m.rinehart@sscok.edu _____		
Primary Contact Phone:	405-382-9277 _____		

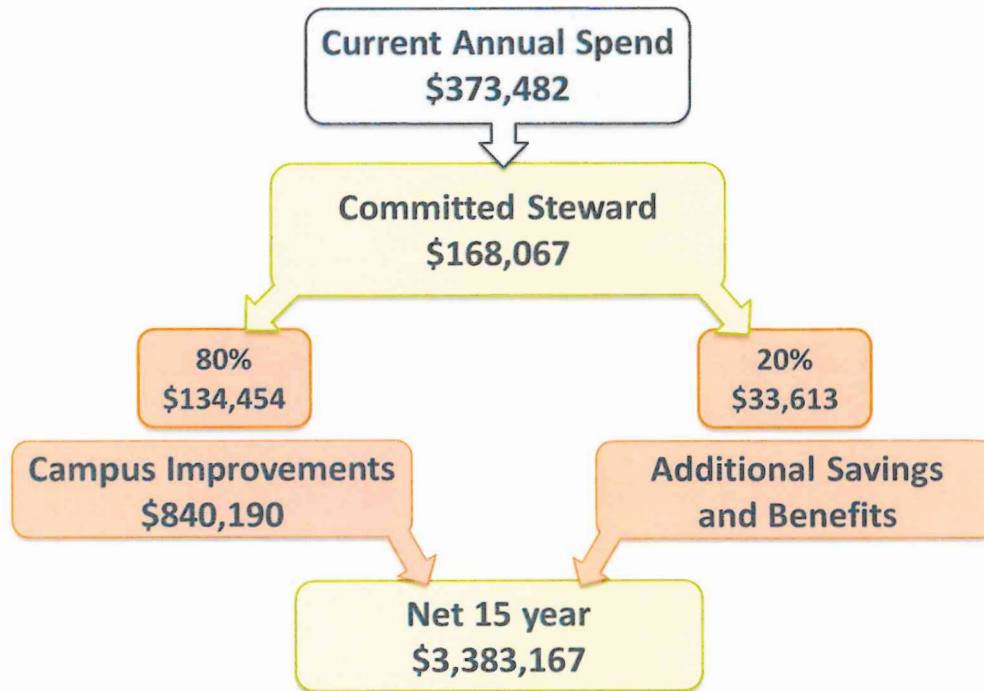
**Approved by APS Board of Education:**

\_\_\_\_\_  
**David Lassiter, Director of TOPS**

\_\_\_\_\_  
**Date**



## Savings at Seminole State College



At Seminole State College (“SSC”) Ideal Impact will be making a large number of significant improvements. These include but are not limited to:

- Installing remote controllers on 274 HVAC units
- Improving economizer control on 70 tons of HVAC units
- Changing additional controls on many of these units
- Energy Optimization of 306 pieces of HVAC equipment by our mechanical team
- Weatherization of all buildings included in agreement
- Customizing Ideal Impact Campus Optimizer (*Patented*) to include all 306 pieces of HVAC equipment to solve the multi-dimensional matrix problem for SSC including:
  - Spaces served
  - Ramp times
  - Relative humidity control
  - Improve indoor air quality
  - Meter breakouts
  - Rate schedules
  - Economizer control
  - Type/amount of heating and cooling capacities
  - Connection to the remote controllers through Simple Comfort Connection
- Adjusting all of the above through multiple weather patterns as they occur
- Training in multiple levels for SSC personnel
- Advising on other energy related services and projects
- Documented energy and operation plan plus customized training for SSC to use for future employees

**There is no upfront cost to Seminole State College. SSC pays 80% of the actual gas and electric savings until the net payments meet the total project fee of \$840,190. If the actual electric and gas savings in each quarter equals less than the minimum quarterly fee of \$26,256, Ideal Impact will send Seminole State College a check for the difference.**



## About Ideal Impact

Ideal Impact was founded with one idea in mind—to divert money being spent on utilities back into the budgets of schools and churches with a **financially risk-free** model. Our cash flow positive model provides free district improvements and a virtual endowment from the start.

Our core team has spent decades in the energy savings industry and brings that experience to our **short-term, sustainable projects**. Our projects have a shorter payback than the standard long-term projects which focus on equipment replacements and other “projected” savings. We measure savings at the energy meter, and our projects are straightforward and affordable.

Ideal Impact **optimizes the equipment that you currently own** and assumes all the risk in our partnerships. We value transparency through monthly savings reports. Here is what some of our partners say:

*“Would I use this vendor again? I did, and I encourage any organization reading this letter to consider partnering with Ideal Impact. They are great to work with! Installation was flawless and implementation was very smooth with their assistance. Since the beginning of my first partnership with them in early 2020, they’ve been able to help both of these districts save over \$210,000 total, and this is just the beginning!”* – **Dr. Wayne Guidry, Asst. Superintendent of Finance, Longview ISD, Former SI, Spring Hill ISD**

*“To date, we have saved well over our guaranteed amount. Ideal Impact is great to work with and makes weekly visits to all buildings. They have also helped us with our HVAC inventory and we are well on our way to a complete HVAC overhaul.”* – **John Seybold, Current Superintendent, Jasper ISD**

*“I have seen this not only in Brady ISD but also in Frost ISD, where I was a superintendent previously. Ideal Impact has also looked at contracts and other projects the district is considering such as HVAC and possible solar projects. Ideal Impact found a billing error with our current provider and Brady ISD was able to get over a \$63,000 credit.”* – **Duane Limbaugh, Superintendent Schulenburg ISD, Former SI, Brady & Frost ISD**



## **SERVICES CONTRACT**

THIS SERVICES CONTRACT (the "CONTRACT") is made and entered into as of the date first executed (the "Effective Date") by and between Ideal Impact, Inc. ("IDEAL IMPACT"), a Texas Corporation, and Seminole State College ("CLIENT").

### **RECITALS**

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

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

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

**WHEREAS**, the parties hereto desire to enter into a CONTRACT whereby IDEAL IMPACT will provide the following: remotely accessible smart controllers at 274 designated locations throughout the CLIENT's Facility, installation of and all required license(s) for the IDEAL IMPACT CAMPUS OPTIMIZER Software, Patent No. 11,137,730, and all energy-related consulting and conservation services to CLIENT for the Facility described herein, located at 2701 Boren Blvd, Seminole, OK 74868 (the "Facility").

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

### **SECTION 1. SERVICES OF IDEAL IMPACT**

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

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

- (i) Install Pelican remotely accessible controllers for 274 air handling units, modify controls background coding to optimize energy savings;
- (ii) Install Pelican building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction, and ramp times;



- (iii) Complete ENERGY OPTIMIZATION for all 306 pieces of HVAC equipment and improved optimization settings of existing controllers;
- (iv) Implement IDEAL IMPACT CAMPUS OPTIMIZER (**Patent No. 11,137,730**) for 306 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;
- (v) Improve weatherization for all buildings included;
- (vi) All new hardware becomes the property of the CLIENT upon installation;
- (vii) Previously installed controls removed by IDEAL IMPACT, if any, become the property of IDEAL IMPACT. CONTRACT price was reduced using market value of the previously installed controls. CLIENT is responsible for drywall repair and other repairs related to access points.

Any tangible property referenced above (the "Property") is and shall at all times be, and remain, personal property, and will not be considered a fixture to any real property. Said Property upon installation shall be considered property of the CLIENT.

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

- (i) Tune the controls and processes of the facilities;
- (ii) Help with operations of the building automation system (BAS) and/or controls for the first three months of the Application phase;
- (iii) Rewrite programming for Pelican building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction, and ramp times;
- (iv) Monitor trend logs and temperature data recorders in the Facility to plan strategies on energy optimization;
- (v) Make recommendations to CLIENT about possible alternate energy savings techniques at the Facility to decrease energy cost;
- (vi) Develop a customized written energy plan to include: (a) projected annual savings as set forth in Section 2.1; (b) tune settings of the Facility; (c) how to update and change settings to meet the basic need of the CLIENT; (d) how to update and change the settings to match basic changes in energy rates; (e) education plans for energy stewards; (f) education plans for occupants of the Facility; (g) coaching designated individuals during the Term of this CONTRACT on the implementation of the plans prepared; (h) motivate on energy plan for occupants of the Facility; and (i) education on key energy rate decisions, terms and structures;



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

1.1.3 The Coaching Phase. The Coaching Phase shall include:

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

1.1.4 Buildings. Buildings included:

Building Name:	Sq. Ft.	Electric Meter #	REP Account #	Gas Meter #
Student Service Center 1, Colclazier Building 2, Boren Center 3, Scott Building 15, Student Union 5, Tanner Hall 18, Field House 13, Science Building 11, Fine Arts 9, Boren Library 4	167,054	50325187G, 50325186G	427456-9	see below
Colclazier Building 2, Scott Building 15, Student Union 5	see above	-	-	A64005237190
Tanner Hall 18, Field House 13, Science Building 11, Fine Arts 9, Boren Library 4	see above	-	-	D48001440588
Boren Center 3	see above	-	-	A30001476759
Student Service Center 1	see above	-	-	R36000856271
Information Technology 7	3,900	45980038G	128509040-1	A13001476287
Seminole Residential Center 16	59,978	50325185G	128079236-5	A30001380021
Roesler Residential Center 14	30,462	54203184G	1884974-5	D46001724851
Haney Center 6	48,689	54203186G	2488337-3	D46001500654
Softball Complex 17	7,500	94462676G	127936430-9	-
Maintenance Building 10	8,000	51954384G	127917809-7	A28001281364

1.2 Facility and BAS Access. CLIENT shall provide IDEAL IMPACT BAS installer password and any other tools and access needed to reprogram the BAS within seven days of execution of this CONTRACT. CLIENT shall not remove this access for the term of this CONTRACT. Any work that CLIENT requests to be done by their controls contractor shall be paid for by CLIENT. CLIENT shall permit



reasonable access to the Facility during normal business hours as may be deemed necessary by IDEAL IMPACT for the proper operation and performance of IDEAL IMPACT's Services.

1.3 Adjustments and Savings.

(a) Adjustments. Energy bills shall be adjusted by IDEAL IMPACT as needed for changes in read dates, any additional Facility space, and substantial changes in occupancy or substantial increases in equipment using energy standard equations for excess energy consumed. Adjustments shall also be based on weather differences from the baseline year as determined from weather data for the area issued by the National Weather Service. Miscellaneous discretionary billings and/or refunds from the energy provider will be excluded from the analysis.

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

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

**SECTION 2. SAVINGS**

2.1 Projection. IDEAL IMPACT is projecting \$153,128 in annual energy savings and is recommending CLIENT set a savings goal of 45% per year or \$168,067. This would result in a 15 year savings of \$3,383,167. All savings are projected, but not guaranteed.

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

**SECTION 3. COMPENSATION AND PAYMENT SCHEDULE**

3.1 Compensation. CLIENT shall pay IDEAL IMPACT a total project fee of \$840,190 (the "Project Fee") in accordance with the terms and conditions set forth in the IDEAL IMPACT Lease Purchase Agreement of even date herewith (the "Lease"). As long as the Project Fee and any amounts paid to CLIENT under Section 2.2 herein (the "Quarterly Recovery Payments") are outstanding, CLIENT shall continue making Payments in the same manner calculated under the Lease directly to IDEAL IMPACT until such time as IDEAL IMPACT is made whole. Upon CLIENT's satisfaction of all required Payments under the Lease and this CONTRACT, this CONTRACT shall terminate.



3.2 Utility Rebates. IDEAL IMPACT will apply for appropriate utility rebates for this project and such rebates shall be attributed to the Project Fee as set forth in the Lease.

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

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

#### **SECTION 4. EVENTS OF DEFAULT**

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

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

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

- (i) any failure by IDEAL IMPACT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to IDEAL IMPACT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of IDEAL IMPACT, and (b) if such cure cannot be effected in thirty (30) calendar days, IDEAL IMPACT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; such cure times will extend the partnership of this CONTRACT, or
- (ii) any representation or warranty furnished by IDEAL IMPACT in this CONTRACT which was false or misleading in any material respect when made; or
- (iii) any lien or encumbrance is placed upon the Property by any Subcontractor, laborer, or supplier of IDEAL IMPACT, which is not timely removed by IDEAL



IMPACT; provided that IDEAL IMPACT has been duly paid for the Services and such lien or encumbrance is not the result of any act or failure to act of CLIENT.

## **SECTION 5. REMEDIES UPON DEFAULT**

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

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

## **SECTION 6. INSURANCE FOR PROJECT**

6.1 Insurance. IDEAL IMPACT shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from IDEAL IMPACT's operation under the CONTRACT, whether such operations be by IDEAL IMPACT or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Certificates of such insurance shall be filed with the CLIENT prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days' prior written notice has been given to CLIENT.

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

- (i) Workers' Compensation with statutory WC limitations and Employers Liability of \$1,000,000, with a Waiver of Subrogation Endorsement in favor of the CLIENT;
- (ii) Comprehensive General Liability with \$1,000,000 per occurrence and a \$2,000,000 aggregate and a \$2,000,000 aggregate on Products Completed Operations. The CLIENT must be named an Additional Insured by appropriate





endorsement and there must be a Waiver of Subrogation Endorsement in favor of the CLIENT;

- (iii) Business Automobile Liability, including owned, non-owned, hired or any other vehicles, of \$1,000,000 for bodily injury (per accident);
- (iv) All insurance carriers used by IDEAL IMPACT related to this CONTRACT will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

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

### **SECTION 7. DISPUTE RESOLUTION**

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

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

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

### **SECTION 8. HAZARDOUS MATERIALS**

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



Hazardous Materials or Mold unless brought onto the Facility by IDEAL IMPACT or its Subcontractors. Notwithstanding anything in this CONTRACT to the contrary, any such event of discovery or remediation by CLIENT shall not constitute a default by CLIENT.

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

## **SECTION 9. OWNERSHIP OF DESIGN MATERIALS**

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

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

## **SECTION 10. GENERAL PROVISIONS**

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

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



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

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

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

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

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

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

**SEMINOLE STATE COLLEGE:**  
Seminole State College  
2701 Boren Blvd  
Seminole, OK 74868  
ATTN: Ms. Lana Reynolds

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

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

10.10 Employee Background Check. IDEAL IMPACT hereby certifies to the CLIENT that IDEAL IMPACT has caused an investigation into the criminal background of each employee assigned to provide Services at CLIENT's Facility. On the basis of this investigation, IDEAL IMPACT represents and warrants to the CLIENT that no employee providing Services at CLIENT's Facility during normal school



hours has been convicted in this state, the Unites States, or another state of (i) any sex offense subject to the Oklahoma Sex Offenders Registration Act or the Federal Sex Offender Registration and Notification Act, or (ii) the Oklahoma Mary Rippy Violent Crime Offenders Registration Act or similar laws of another state or (iii) any unpardoned felony offense within the last 10 years.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**IDEAL IMPACT:**

**CLIENT:**

IDEAL IMPACT, INC.

SEMINOLE STATE COLLEGE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# RESOLUTION

A RESOLUTION REGARDING AN OKLAHOMA LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING AN **ENERGY CONSERVATION PROJECT**.

WHEREAS, the **Seminole State College** desires to enter into that certain Oklahoma Lease-Purchase Agreement dated as of **December 12, 2024**, by and between **Seminole State College** and **Ideal Impact, Inc.**, for the purpose of financing an "**Energy Conservation Project**". The **Seminole State College** desires to designate the **President** as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF **SEMINOLE STATE COLLEGE**:

Section 1. That the **Seminole State College** enters into an Oklahoma Lease-Purchase Agreement with **Ideal Impact, Inc.** for the purpose of financing an "**Energy Conservation Project**".

Section 2. That the **Seminole State College** will designate the **President** or the **President's** designee, as an authorized signer of the Lease-Purchase Agreement No. «**To Be Assigned**» dated as of **December 12, 2024**, by and between the **Seminole State College** and **Ideal Impact, Inc.** as well as any other ancillary exhibit, certificate, or documentation needed for the Agreement.

This Resolution has been PASSED upon Motion made by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_ by a vote of \_\_\_\_\_ Ayes to \_\_\_\_\_ Nays and is effective this \_\_\_\_\_, **2024**.

**Lessee:** **Seminole State College**

Witness Signature

\_\_\_\_\_  
**Curtis Morgan**  
**Board President**

\_\_\_\_\_  
**Bryan Cain**  
**Board Secretary**

# OKLAHOMA LEASE-PURCHASE AGREEMENT

THIS OKLAHOMA LEASE-PURCHASE AGREEMENT No. «To Be Assigned» (hereafter referred to as "Agreement") dated as of **December 12, 2024**, by and between **Ideal Impact, Inc.**, a Texas corporation (herein referred to as "Lessor"), and **Seminole State College**, a political subdivision or agency of the State of Oklahoma (hereinafter referred to as "Lessee") is entered into as a lease-purchase agreement pursuant to Oklahoma Statutes Title 62 § 430.1.

WITNESSETH: The Lessee has entered into that certain Energy Services Contract (the "Services Contract") with Lessor whereby Lessee has agreed to acquire from Lessor the personal property and related services that are more fully described on EXHIBIT A attached hereto (the "Property") from Lessor; and

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

**1. Term and Payments.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided herein, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim, or recoupment for any reason. This Agreement will become effective upon approval of the Agreement by the Board of the Lessee and upon execution hereof by Lessee and Lessor. The term of this Agreement will extend for the **Lessee's 2024-25, 2025-26, 2026-27, 2027-28, 2028-29, 2029-2030, 2030-31, 2031-32, 2032-33, and 2033-34 fiscal years** only if mutually ratified by Lessee and Lessor for each of those fiscal years. In accordance with 62 O. S. Section 430.1, continuation of this Agreement past the current **2024-25** fiscal year is dependent upon mutual ratification by Lessee and Lessor. All rights afforded under title 62 O. S. Section 430.1 of Oklahoma law are incorporated in this Agreement by reference. The Lessee agrees the Board of Education of Lessee will take action to ratify or not ratify this Agreement for the next ensuing fiscal year at its regular July meeting and to notify Lessor as to whether the Agreement is ratified or not ratified for the next ensuing fiscal year. The Lessor hereby ratifies the continuation of the Agreement through the fiscal year ending **June 30, 2034**. The Lessor and Lessee agree that under no circumstances will the Agreement be extended beyond the fiscal year ending **June 30, 2034**. Lessee will evidence its acceptance of the Property by executing and delivering to Lessor a form of a certificate of acceptance (hereinafter so called "Certificate of Acceptance") in the form provided by Lessor.

**2. Non-Appropriation and Right of Termination.** The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee, for the Lease Payments scheduled in such fiscal period, Lessor may terminate this Agreement. Lessee may terminate this Agreement by providing written notice of such termination to Lessor following its regular July Board meeting. Upon any such termination of this Agreement, all of Lessee's rights, title and interest in and its obligation under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made. If Lessee ratifies and renews this Agreement for a subsequent fiscal year, Lessee agrees to encumber the required funds to make the Lease Payments due hereunder at the first meeting of Lessee's Board in July of the then current fiscal year by approving an appropriate purchase order for this Agreement.

**3. Taxes.** Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Agreement. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Agreement, Lessee shall promptly reimburse Lessor therefor.

**4. Lessee's Covenants and Representations.** Lessee covenants and represents as follows:

- (a) Lessee represents it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;
- (b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;
- (c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of, performance of, or expenditure of funds pursuant to this Agreement;
- (d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;
- (e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future. Specifically, Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.
- (f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and
- (g) Lessee's right to terminate this Agreement as specified in Sections 1 and 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State of Oklahoma.

(h) No lease, rental agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of non-ratification of renewal or insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment due by check, wire transfer, or ACH only.

**5. Use and Licenses.** Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal. The Property shall be used solely in the conduct of the Lessee's operation of a public school district. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

**6. No Maintenance by Lessor's Assigns.** Lessor's assigns shall not be obligated to make any repairs or replacements and at its own expense, Lessee shall service, repair, and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor's assigns may, at its option, discharge such costs, expenses, and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

**7. Alterations.**

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications, or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

**8. Liens.** Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

**9. Damage to or Destruction of Property.** Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

**10. Insurance.** Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days' notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property.

**11. No Warranty By Lessor's Subsequent Assigns.** EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE LESSEE, NO SUBSEQUENT ASSIGNEE OF LESSOR WILL MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND LESSOR'S ASSIGNS ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Lessee without in any way excusing it from its obligations under this Agreement, and any subsequent assignee of Lessor shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Lessee, at its sole expense, upon prior written notice to any assignee of Lessor. Lessor's assigns may, but shall have no obligation whatsoever to participate in a claim on any warranty. Any recovery under such a warranty shall be made payable to Lessee and Lessor's assigns jointly.

**12. Purchase Option/Payment.** Upon payment in full of the purchase price as provided on Exhibit B (herein referred to as the "Project Fee"), the Property shall belong to the Lessee and the Lessor shall execute and deliver a Quit Claim Bill of Sale to the Lessee conveying the Property "as is", but free and clear of any lien, encumbrance, or security interest created or permitted and not discharged by Lessor. The Lessee shall have an option to purchase the Property in whole but not in part, upon sixty (60) days written notice to Lessor by payment of the then applicable Project Fee Balance according to the attached Exhibit B.

**13. Default and Lessor's Remedies.**

**(a)** The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;  
(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;  
(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

**(b)** Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of **(i)** the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), **(ii)** the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and **(iii)** any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section, shall mean, to the extent allowed by law: **(i)** reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; **(ii)** court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and **(iii)** actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code.

(6) Under no circumstances shall Lessee be liable under this subsection (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

**14. Termination.** Unless Lessee has properly exercised its option to purchase pursuant to Section 12 hereof, Lessee shall, upon any earlier termination hereof pursuant to the terms of this Agreement, surrender the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted.

**15. Assignment.** Without Lessor's prior written consent, Lessee will not either **(i)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or **(ii)** sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment.

**16. Personal Property.** The Property is and shall at all times be and remain personal property.

**17. Title.** Lessor or its assignee will retain title to the Property during the lease term. Title to the Property will pass to Lessee upon (and only upon) Lessee's exercise of the purchase option provided in Section 12 hereof and the complete payment and performance by Lessee of all of Lessee's obligations under this Agreement, and in such case Lessor agrees to execute such



instruments and do such things as Lessee reasonably requests in order to effectuate the passage of title to Lessee. In the event of a non-ratification, non-appropriation or Event of Default by Lessee, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence lack of Lessee's legal title to the Property and Lessee will peaceably surrender possession of the Property to Lessor.

**18. Lessor's Right to Perform for Lessee.** If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be.

**19. Notices.** Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

**20. Continuing Disclosure.** Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than nine (9) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures, and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

**21. Miscellaneous.**

**(a)** Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property, and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property. Lessor may, for the purpose of inspection, at any reasonable time during regular business hours enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

**(b)** Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

**(c)** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma.

**(d)** This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered, or changed in any respect except by a written document signed by both Lessor and Lessee.

**(e)** Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

**(f)** The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

**(g)** All transportation charges, if any, shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

**(h)** Use of the neutral gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

**(i)** The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**(j)** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this Agreement.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ in 2024.

THIS OBLIGATION IS A PRESENT OBLIGATION OF THE LESSEE TO MAKE PAYMENTS AS DESCRIBED ON EXHIBIT B WITHOUT REGARD INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE AND OTHER GRANTS, GIFTS, ETC.

**Lessor:** [Ideal Impact, Inc.](#)

\_\_\_\_\_  
Authorized Signature  
1245 S Main Street, Ste. 140  
Grapevine, TX 76051

Witness Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**Lessee:** [Seminole State College](#)

\_\_\_\_\_  
[Lana Reynolds, President](#)  
2701 Boren Blvd  
Seminole, OK 74868

Witness Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DRAFT

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

OKLAHOMA LEASE-PURCHASE AGREEMENT No. «To Be Assigned» THE "AGREEMENT")  
BY AND BETWEEN  
Lessor, **Ideal Impact, Inc.** and Lessee, **Seminole State College**  
Dated as of **December 12, 2024**

**DESCRIPTION**

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**ENERGY CONSERVATION PROJECT**

- i) Install Pelican remotely accessible controllers on 274 HVAC units;
- ii) Install Pelican building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction, and ramp times;
- iii) Improve economizer control on 70 tons of HVAC units;
- iv) Energy Optimization of 306 pieces of HVAC equipment by our mechanical team and improved optimizations settings of existing controllers;
- v) Implement IDEAL IMPACT CAMPUS OPTIMIZER (*Patent No. 11,137,730*) for 306 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;
- vi) Weatherization of all buildings included in agreement

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**PROPERTY LOCATIONS:**

District Wide  
Seminole, OK 74868

## EXHIBIT B

**>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<**  
OKLAHOMA LEASE-PURCHASE AGREEMENT No. **<<To Be Assigned>>** (THE "AGREEMENT")  
BY AND BETWEEN  
**Lessor: Ideal Impact, Inc. and Lessee: <<Lessee>>**  
Schedule dated as of **December 18, 2024**

PMT NO.	PMT DATE MO. DAY YR	MINIMUM LEASE PAYMENT	OPTION TO PURCHASE (Project Fee Balance)
1	7/2/2025	\$26,255.94	\$813,934.06
2	10/2/2025	\$26,255.94	\$787,678.12
3	1/2/2026	\$26,255.94	\$761,422.18
4	4/2/2026	\$26,255.94	\$735,166.24
5	7/2/2026	\$26,255.94	\$708,910.30
6	10/2/2026	\$26,255.94	\$682,654.36
7	1/2/2027	\$26,255.94	\$656,398.42
8	4/2/2027	\$26,255.94	\$630,142.48
9	7/2/2027	\$26,255.94	\$603,886.54
10	10/2/2027	\$26,255.94	\$577,630.60
11	1/2/2028	\$26,255.94	\$551,374.66
12	4/2/2028	\$26,255.94	\$525,118.72
13	7/2/2028	\$26,255.94	\$498,862.78
14	10/2/2028	\$26,255.94	\$472,606.84
15	1/2/2029	\$26,255.94	\$446,350.90
16	4/2/2029	\$26,255.94	\$420,094.96
17	7/2/2029	\$26,255.94	\$393,839.02
18	10/2/2029	\$26,255.94	\$367,583.08
19	1/2/2030	\$26,255.94	\$341,327.14
20	4/2/2030	\$26,255.94	\$315,071.20
21	7/2/2030	\$26,255.94	\$288,815.26
22	10/2/2030	\$26,255.94	\$262,559.32
23	1/2/2031	\$26,255.94	\$236,303.38
24	4/2/2031	\$26,255.94	\$210,047.44
25	7/2/2031	\$26,255.94	\$183,791.50
26	10/2/2031	\$26,255.94	\$157,535.56
27	1/2/2032	\$26,255.94	\$131,279.62
28	4/2/2032	\$26,255.94	\$105,023.68
29	7/2/2032	\$26,255.94	\$78,767.74
30	10/2/2032	\$26,255.94	\$52,511.80
31	1/2/2033	\$26,255.94	\$26,255.86
32	4/2/2033	\$26,255.86	\$0.00
Project Fee		\$840,190.00	

As set forth in the Services Agreement, Ideal Impact shall prepare an invoice for each quarter for any amount of the Project Fee that remains outstanding. Each invoice will include the amount of the Lease Payment due, calculated as set forth below, and the remaining Project Fee Balance (the "Option to Purchase Value").

Until the Lessee has paid a total Project Fee of **\$840,190.00** (the "Project Fee") the Lessee shall pay Ideal Impact, or its assigns, each quarter beginning **July 2, 2025** a Lease Payment equal to the greater of (a) 80% of the Energy Savings and Rebates (as those terms are defined in the Services Contract from the preceding quarter) or (b) the Minimum Payment Amount set forth on this Exhibit B. The Project Fee owed to Ideal Impact shall be reduced by the quarterly calculated 80% Energy Savings and Rebates amount, as described in (a) above, until the Project Fee is paid in full.

Note: the above Option to Purchase Values shall be adjusted upon receipt of any payment above the Minimum Lease Payment amount and the Option to Purchase Value shall reflect the then-current Project Fee Balance.

Accepted By Lessee:

Lana Reynolds, President

# INCUMBENCY AND ESSENTIAL USE CERTIFICATE

OKLAHOMA LEASE-PURCHASE AGREEMENT No. «To Be Assigned» (THE "AGREEMENT")

BY AND BETWEEN

Lessor, **Ideal Impact, Inc.** and Lessee, **Seminole State College**

Dated as of **December 12, 2024**

I, **Bryan Cain**, do hereby certify that I am the duly elected or appointed and acting **Board Secretary** (Keeper of the Records), of **Seminole State College**, a political subdivision or agency duly organized and existing under the laws of the State of **Oklahoma** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Oklahoma Payment Plan Agreement dated as of, **December 12, 2024** between such entity and **Ideal Impact, Inc.**

Name

Title

Signature

**Lana Reynolds**

**President**

\_\_\_\_\_

IN WITNESS WHEREOF, I have duly executed this certificate hereto this \_\_\_\_\_ day of \_\_\_\_\_, **2024**.

By Lessee:

\_\_\_\_\_  
**Bryan Cain, Board Secretary**

I, **Lana Reynolds, President**, of **Seminole State College** ("Lessee"), hereby certify that the Property, to be leased to the undersigned under the certain Lease Agreement, dated as of **December 12, 2024**, between such entity and **Ideal Impact, Inc.** ("Lessor"), will be used by the undersigned Lessee for the following purpose:

**PRIMARY USE - Energy Conservation**

The undersigned hereby represents that the use of the Property is essential to its proper, efficient, and economic operation.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, **2024**.

By Lessee:

\_\_\_\_\_  
**Lana Reynolds, President**

For Lessee: **Seminole State College**

# CERTIFICATE OF PROJECT KICKOFF

OKLAHOMA LEASE-PURCHASE AGREEMENT No. «To Be Assigned» (THE "AGREEMENT")  
BY AND BETWEEN

Lessor, [Ideal Impact, Inc.](#) and Lessee, [Seminole State College](#)

Dated as of [December 12, 2024](#)

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1. **ACCEPTANCE OF PROJECT START:** In accordance with the Agreement and the related Services Contract, Lessee hereby certifies that the project has begun, and at least a portion of the services and/or Property described herein has been initiated, received, and accepted by Lessee. Accordingly, the Lessee agrees Lessor should be or will be paid in accordance with the Exhibit B whether all services or Property has been received or accepted yet.

By Lessee:

\_\_\_\_\_  
[Lana Reynolds, President](#)

For Lessee: [Seminole State College](#)

ACCEPTED on this the \_\_\_\_\_ day of \_\_\_\_\_, [2024](#)

2. **PROPERTY:**

[ENERGY CONSERVATION PROJECT](#), see attached Exhibit A

3. **USE:** The primary use of the Property is as follows--

**PRIMARY USE:** [Energy Conservation](#)

4. **PROPERTY LOCATION:**

[District Wide](#)

# CERTIFICATE OF FINAL ACCEPTANCE

OKLAHOMA LEASE-PURCHASE AGREEMENT No. <<To Be Assigned>> (THE "AGREEMENT")  
BY AND BETWEEN

Lessor, **Ideal Impact, Inc.** and Lessee, **Seminole State College**

Dated as of **December 12, 2024**

1. **ACCEPTANCE:** In accordance with the Agreement, Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement. Accordingly, the Lessee agrees Lessor should be or will be paid in accordance with the Exhibit B and the terms of the Agreement.

By Lessee:

\_\_\_\_\_  
Lana Reynolds, President

For Lessee: **Seminole State College**

ACCEPTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

2. **PROPERTY:**

**ENERGY CONSERVATION PROJECT**, see attached Exhibit A

3. **USE:** The primary use of the Property is as follows--

**PRIMARY USE:** Energy Conservation

4. **PROPERTY LOCATION:**

**District Wide**

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed--

**Seminole State College**  
Attn: TBD  
PO Box 351  
Seminole, OK 74868

6. **INSURANCE:**

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Ideal Impact, or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee.

**The following information is provided about insurance. (PLEASE FILL IN THE INFORMATION BELOW)**

INSURANCE COMPANY/AGENT'S:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_

**OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION**  
**Institution: Seminole State College**

**ACADEMIC CALENDAR FOR 2025-2026**

*NOTE: All schedules should include final exams*

**Summer 2025 Session:**

Semester (14-week session) (begins and ends)	5/12/2025 through 8/15/2025
10-week session (begins and ends)	5/19/2025 through 7/24/2025
1 <sup>st</sup> 5-week session (begins and ends)	5/19/2025 through 6/18/2025
2 <sup>nd</sup> 5-week session (begins and ends)	6/23/2025 through 7/24/2025
6-week session (begins and ends)	5/19/2025 through 6/26/2025
1-week session (begins and ends)	6/30/2025 through 7/3/2025
8 -week session (begins and ends)	6/2/2025 through 7/24/2025

Please list dates of all holidays/breaks (no classes)

Memorial Day	5/26/2025 through 5/26/2025
Juneteenth	6/19/2025 through 6/19/2025
Fourth of July	7/4/2025 through 7/4/2025

Semester ends	5/12/2025 through 8/15/2025
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Please add any additional short-term sessions offered at your institution:

(Please note the specific length of the short-term session in the shaded boxes)

4-week session (begins and ends) UB	6/2/2025 through 6/26/2025
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Summer Commencement date (if applicable)	<a href="#">Click here to enter a date.</a>
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**Fall 2025 Semester:**

16-week Semester (begins and ends)	8/18/2025 through 12/13/2025
12-week Semester (begins and ends)	8/18/2025 through 11/7/2025
1st 8-week session (begins and ends)	8/18/2025 through 10/10/2025
2nd 8-week session (begins and ends)	10/13/2025 through 12/13/2025
4 week session (begins and ends)	11/10/2025 through 12/13/2025

Please add any additional short-term sessions offered at your institution (if applicable):

(Please note the specific length of the short-term session in the shaded boxes)

Please list dates of all holidays/breaks (no classes)

Labor Day	9/1/2025 through 9/1/2025
Fall Break	10/16/2025 through 10/17/2025
Thanksgiving	11/24/2025 through 11/28/2025
Semester ends	8/18/2024 through 12/13/2025
Fall Commencement date (if applicable)	<a href="#">Click here to enter a date.</a>

**Spring 2026 Semester:**

16-week Semester (begins and ends)	1/12/2026 through 5/9/2026
12-week Semester (begins and ends)	1/12/2026 through 4/10/2026
1st 8-week session (begins and ends)	1/12/2026 through 3/6/2026
2nd 8-week session (begins and ends)	3/9/2026 through 5/9/2026
4 week session (begins and ends)	4/13/2026 through 5/9/2026

Please add any additional short-term sessions offered at your institution (if applicable):  
(Please note the specific length of the short-term session in the shaded boxes)

Please list dates of all holidays/breaks (no classes)

MLK	1/19/2026 through 1/19/2026
President's Day (virtual)	2/16/2026 through 2/16/2026
Spring Break	3/16/2026 through 3/20/2026
Interscholastic Meet (virtual)	3/26/2026 through 3/26/2026

**\*\*\*Note: Spring Break should be scheduled for the week that encompasses the third Wednesday in March\*\*\***

Spring Commencement date (if applicable)	5/8/2026
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Alternative Schedules (please describe any alternative schedules not already indicated above)

Intersessions (classes that meet between regularly scheduled semesters or that meet between summer session and fall semester, between fall semester and spring semester, or between spring semester and summer session):

	Fall 2025 Intersession (between summer 2025 and fall 2025)	Spring/Winter 2025- 2026 Intersession (between fall 2025 and spring 2026)	Summer 2026 Intersession (between spring 2026 and summer 2026)
Intersession begins	<a href="#">Click here to enter a date.</a>	12/15/2025	<a href="#">Click here to enter a date.</a>
Intersession ends		1/9/2026	<a href="#">Click here to enter a date.</a>

Summer 2025 (if applicable):

Final add date 14-week classes:	5/16/2025
Final drop date 14-week classes:	5/23/2025
Final add date 10-week classes:	5/22/2025
Final drop date 10-week classes:	5/22/2025
Final add date 1 <sup>st</sup> 5-week classes:	5/19/2025
Final drop date 1 <sup>st</sup> 5-week classes:	5/22/2025
Final add date 2 <sup>nd</sup> 5-week classes:	6/23/2025
Final drop date 2 <sup>nd</sup> 5-week classes:	6/26/2025
Final add date 4-week classes:	6/2/2025
Final drop date 4-week classes:	6/4/2025
Final add date 6-week classes:	5/19/2025
Final drop date 6-week classes:	5/22/2025
Final add date 1-week classes:	6/30/2025
Final drop date 1-week classes:	6/30/2025
Final add date 1 <sup>st</sup> 8-week classes:	6/5/2025
Final drop date 1 <sup>st</sup> 8-week classes:	6/5/2025

Fall 2025:

Final add date 16-week classes:	8/22/2025
Final drop date 16-week classes:	8/29/2025
Final add date 12-week classes:	8/21/2025
Final drop date 12-week classes:	8/27/2025
Final add date 1st 8-week classes:	8/20/2025
Final drop date 1st 8-week classes:	8/22/2025
Final add date 2nd 8-week classes:	10/15/2025
Final drop date 2nd 8-week classes:	10/15/2025
Final add date 4-week classes:	11/10/2025
Final drop date 4-week classes:	11/13/2025

Spring 2026:

Final add date 16-week classes:	1/16/2026
Final drop date 16-week classes:	1/23/2026
Final add date 12-week classes:	1/15/2026
Final drop date 12-week classes:	1/22/2026
Final add date 1 <sup>st</sup> 8-week classes:	1/14/2026
Final drop date 1 <sup>st</sup> 8-week classes:	1/16/2026
Final add date 2 <sup>nd</sup> 8-week classes:	3/11/2026
Final drop date 2 <sup>nd</sup> 8-week classes:	3/12/2026
Final add date 4-week classes:	4/13/2026
Final drop date 4-week classes:	4/15/2026

**Signature of President** \_\_\_\_\_ **Date** \_\_\_\_\_



Invoice #:	INV280333
Customer ID:	111816 Seminole State College
Project ID:	SCO-Annual Renewal Seminole State College : Annual Renewal

**Bill To**  
 Seminole State College  
 Accounts Payable  
 2701 Boren Blvd  
 Seminole OK 74868-1901  
 United States

**Ship To**  
 Seminole State College  
 Accounts Payable  
 2701 Boren Blvd  
 Seminole OK 74868-1901  
 United States

<b>Invoice Date</b>	<b>Payment Due Date</b>	<b>PO #</b>	<b>Terms</b>
11/30/2024	12/30/2024		Net 30

Item	Coverage Start	Coverage End	Quantity	Unit Price	Total
<b>Jenzabar Subscription</b>					
Student Life					
Retention					
Registration					
Purchasing					
Personnel					
Payroll					
Jenzabar Mobile					
Jenzabar Internet Campus Solution					
General Ledger					
Fixed Assets					
Financial Aid Manager					
Electronic Transcript					
CRM Student					
CRM Staff					
CRM Faculty					
CRM Candidate					
CRM Admissions Officer					
Common					
Budget					
Advising					
Admissions					
Accounts Receivables					
Accounts Payable					
<b>Jenzabar Subscription Subtotal</b>	1/1/2025	12/31/2025	1	\$97,576.00	\$97,576.00

Comments: 2025 Renewal

<b>Subtotal</b>	\$97,576.00
<b>Tax Total</b>	\$0.00
<b>Discount Item</b>	
<b>Total</b>	\$97,576.00
<b>Amount Paid</b>	\$0.00
<b>Amount Due</b>	\$97,576.00

For questions please email [Accountsreceivable@jenzabar.com](mailto:Accountsreceivable@jenzabar.com)

**For ACH Payments:**

**To:** Citizens  
Riverside, RI  
**Credit To:** Jenzabar, Inc.  
**Routing/ABA #:** 211070175  
**Account #:** 1403278404

**For Direct Wire Payments:**

**To:** Citizens  
Riverside, RI  
**Credit To:** Jenzabar, Inc.  
**Routing/ABA #:** 011500120  
**Account #:** 1403278404  
**SWIFT Code:** CTZIUS33

**For Check Payments**

Jenzabar Lockbox  
P.O. Box 845588  
Boston, MA 02284-5588