

Amended Agenda

SEMINOLE STATE COLLEGE
BOARD OF REGENTS REGULAR MEETING
Thursday, June 20, 2024

Luncheon

**Enoch Kelly Haney Center – Room #204
2701 Boren Blvd., Seminole, OK 74868
12:15 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

III. INTRODUCTION OF GUESTS

IV. READING AND APPROVAL OF MINUTES

- Regular Meeting Minutes May 16, 2024

Board Action: Approve/Reject/Revise

V. COMMUNICATIONS TO THE BOARD

Financial Report – May 31, 2024

Report on Purchases over \$15,000 for May:

- Village Tours, LLC - \$15,400

VI. HEARING OF DELEGATIONS

None at the time of the filing of the agenda

VII. PRESIDENT'S REPORT

- Personnel Update
- Campus Activities

VIII. BUSINESS

- A. Review and consider approval of Memorandum of Understanding with Gordon Cooper for the Physical Therapist Assistant Program

Board Action: Approve/Reject/Revise Memorandum of Understanding

B. Review and consider approval of Memorandum of Understanding with Gordon Cooper for the Medical Laboratory Technology Program

Board Action: Approve/Reject/Revise Memorandum of Understanding

C. Possible action to declare a State of Emergency as a result of the June 2024 flooding

Board Action: Approve/Reject/Revise

D. Review and consider approval of the Educational and General Budget for FY25

Board Action: Approve/Reject/Revise Budget

E. Consider approval of title change for Dr. Bill Knowles to Vice President for Academic and Student Affairs

Board Action: As Appropriate

F. Consider approval of title change for Melanie Rinehart to Vice President for Finance, Grants, and Enrollment

Board Action: As Appropriate

G. Executive Session

Pursuant to Policy II-2-2 the Board may vote to convene into executive session to discuss confidential communications with attorney pursuant to Section 307(B)(4) of the Oklahoma Open Meeting Act, 25 O.S., 301-314, “*confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest*”

- Vote to enter executive session
- Retire into executive session under 25 O.S. § 307(B)(4) to discuss EEOC Charge #564-2023-02134
- Vote to Return to Open Session

Board Action: As Appropriate

H. Possible action on items discussed in Executive Session

Board Action: As Appropriate

I. Consideration of any matter not known about, or which could not have been reasonably foreseen prior to the posting of the agenda

Board Action: As Appropriate

IX. CONSENT AGENDA

Approval of the following items:

- 2024-2025 Holiday Schedule
- D2L/Brightspace for Online Course Service - \$34,126.47

Board Action: Approve/Reject/Revise

X. SPECIAL PRESENTATION

XI. 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 June 17, 2024**

Minutes

SEMINOLE STATE COLLEGE BOARD OF REGENTS REGULAR MEETING May 16, 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 Franklin and Regent Cain were absent. The Regents present were Morgan, Ready, Hyden, Pitts, and Donaho.

III. Introduction of Guests

President Reynolds introduced administrators and staff present at the meeting.

IV. Minutes

There being no additions or corrections to the minutes of the special meeting held March 28, 2024; Regent Pitts made a motion to approve the minutes as written and Regent Morgan seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

V. Communications to the Board

Financial Report – Ms. Melanie Rinehart, Vice President for Fiscal Affairs, presented a review of the College's revenue and expenses through April 30, 2024. Regent Donaho made a motion to approve the Financial Report as presented and Regent Morgan seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

- E&G and Auxiliary Purchases over \$15,000 for March and April: None

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 informed the Board of personnel changes. Amanda Glasgow has been hired as the Upward Bound Math & Science Coordinator.

Letters of resignation have been received from Dr. Amanda Estey, Scarlet Figueroa and Jeremy Strickland.

Campus Activities – President Reynolds gave the Board members information about the following campus activities:

- Carol Landes, Administrative Assistant to the Vice President for Fiscal Affairs was honored at a retirement reception on March 28th
- The Shawnee Education Coalition met on campus
- The SSC Trojan Baseball Team, SSC Trojan Softball Team and the SSC Professional Staff Association all helped with “A League of Their Own” league
- OG+E donated several trees for the Brian Crawford Memorial Sports Complex and also gave community members free trees
- Amber Flores, Head Softball Coach reached a 500 win milestone
- The SSC Faculty, Staff and Students observed the solar eclipse
- Mack Chambers, Head Baseball Coach and Ann Benson, Assistant Professor of Nursing were honored at the Seminole Chamber of Commerce monthly forum as Professional Staff of the Month and Faculty of the Month respectively
- The SSC Aggie Club hosted their 6th Annual FFA Interscholastic Meet on April 11th
- PLC observed Earth Day by cleaning up on campus and viewing “The Urgency of Now” – a film by K.C. Scholberg
- A large number of SSC employees attended the Oklahoma Women in Higher Education Conference on April 19th
- The “SSC, the Arts and Me” event was held on April 17th
- PSI Beta and MU Alpha Theta both inducted several students into the honor societies
- Three former SSC Basketball players from the 1980’s known as t0he “ABC Gang” shared life experiences with SSC athletes
- The Seminole State College Educational Foundation held their annual recognition banquet on April 25th
- SSC Talent Search students enjoyed the *Harry Potter and the Chamber of Secrets* concert on April 26th
- PLC Sophomores were honored at a luncheon with President Reynolds for the completion of two years in the program
- Commencement, the Nursing Pinning and the PTA Pinning were held on May 3rd
- The Lloyd Simmons Field Dedication was held on May 3rd

Legislative Update – President Reynolds gave the Regents an update on legislative activities.

Sports Playoffs – President Reynolds gave the Regents an update on sports playoffs. The SSC Trojan Softball team ended their season at the Region II tournament in Piedmont, OK. The SSC Trojan Baseball team won the Region II tournament held at SSC but lost at the District Tournament.

VIII. Business

Approval of MOU with Seminole Public Schools– President Reynolds presented the Board with a proposed memorandum of understanding with Seminole Public Schools for use of the old Pleasant Grove School site/Seminole Agriculture Education Farm. This site will be used for the Agriculture Program at SSC. President Reynolds recommended approval. Regent Morgan made a motion to approve the memorandum of understanding with Seminole Public Schools as presented and Regent Ready seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

Motion to Enter into Executive Session to discuss the position of Vice President for Academic Affairs –The Board retired into executive session to discuss the position of the Vice President for Academic Affairs. Regent Pitts made a motion to enter executive session and Regent Morgan seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

Motion to Enter into Open Session – Regent Morgan recommended that the Board go back into open session to present a motion on the item discussed in executive session. Regent Morgan made a motion to enter back into open session and Regent Ready seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

Motion on the position of Vice President for Academic Affairs – Chair Hyden recommended that the Board make a motion to authorize President Reynolds to move forward with proposed plans to cover this critical area. The top priority in these plans will be to establish stability in the administrative team. Regent Morgan made a motion to accept Dr. Amanda Estey’s letter of resignation from the position of Vice President for Academic Affairs and authorize President Reynolds to proceed with developing plans to cover the duties of this position. Regent Donaho seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

IX. Consent Agenda

Regents were presented information concerning items on the Consent Agenda. President Reynolds recommended approval of these items. President Reynolds asked the Board to withdraw this item. She stated that changes need to be made to the document and she will bring it back before the Board in June.

Approval of the following item – *Removed from agenda*

- 2024-2025 SSC Holiday Schedule

X. Adjournment

There being no further business or discussion Regent Ready made a motion to adjourn the meeting at 2:11 p.m. Regent Morgan seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

Kim Hyden, Chair

**Seminole State College
Combining Statement of Net Assets
As of May 31, 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
Cash and Cash Equivalents	2,897,506	888,664	839,273	2,135	(5,244)	31,141	(2,800)	-	4,650,675
Accounts Receivable, net	-	-	-	-	-	-	-	-	-
Other Accrued Income	86,590	-	-	-	-	-	-	-	86,590
Capital Assets, net	-	-	-	-	-	-	-	21,892,056	21,892,056
Total Assets	2,984,096	888,664	839,273	2,135	(5,244)	31,141	(2,800)	21,892,056	26,629,321
Accounts Payable	(650)	59,757	-	-	-	-	-	-	59,107
Other Accrued Expenses	-	-	-	2,135	-	-	-	-	2,135
Due To/From Other Funds	-	-	-	-	-	-	-	-	-
Long-Term Debt	-	-	-	-	-	-	-	17,345,792	17,345,792
Total Liabilities	(650)	59,757	-	2,135	-	-	-	17,345,792	17,407,034
Beginning Net Position	3,883,077	310,614	796,141	-	(5,244)	79,918	(2,800)	4,546,264	9,607,970
Change in Net Position	(898,331)	518,293	43,132	-	-	(48,776)	-	-	(385,683)
Ending Net Position	2,984,746	828,907	839,273	-	(5,244)	31,141	(2,800)	4,546,264	9,222,287

Seminole State College
Combining Statement of Revenues, Expenses and Changes in Net Assets
For the Period July 1 through May 31, 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
Revenues									
Tuition and fees, net	\$ 4,371,191	\$ 1,114,816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,486,007
State appropriations	5,572,810	-	1,244,533	-	-	-	-	-	6,817,343
Federal grants and contracts	-	7,756,707	-	-	-	15,692	451,792	-	8,224,191
State and private grants and contracts	48,128	1,485,846	-	-	-	-	-	-	1,533,974
Housing & Food Service	-	878,996	-	-	-	-	-	-	878,996
Bookstore	-	1,148,694	-	-	-	-	-	-	1,148,694
Other revenues	647,227	1,258,002	-	-	-	-	-	-	1,905,230
Total operating revenues	10,639,356	13,643,061	1,244,533	-	-	15,692	451,792	-	25,994,434
Expenditures									
Compensation and benefits	8,142,574	2,965,316	-	-	-	24,512	56,409	-	11,188,812
Contractual services	850,976	902,541	-	-	-	-	-	-	1,753,517
Supplies and materials	408,892	5,173,666	432,390	-	-	11,084	395,383	-	6,421,415
Scholarships and fellowships	979,508	2,748,616	-	-	-	-	-	-	3,728,124
Communications	66,192	8,794	-	-	-	16,238	-	-	91,224
Depreciation	-	-	-	-	-	-	-	-	-
Utilities	407,003	122,626	-	-	-	-	-	-	529,629
Other expenditures	682,542	1,203,209	769,011	-	-	12,634	-	-	2,667,396
Total Operating Expenses	11,537,687	13,124,768	1,201,401	-	-	64,468	451,792	-	26,380,116
Operating income (loss)	(898,331)	518,293	43,132	-	-	(48,776)	-	-	(385,683)
Transfers from (to)	-	-	-	-	-	-	-	-	-
Change in Net Position	(898,331)	518,293	43,132	-	-	(48,776)	-	-	(385,683)

Seminole State College
Combining Statement of Changes in Cash and Cash Equivalents
For the Period July 1 through May 31, 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
Cash and Cash Equivalents	\$ 3,350,516	\$ 376,686	\$ 690,489	\$ 2,135	\$ (5,244)	\$ 75,925	\$ (2,800)	\$ -	\$ 4,487,707
Change in Net Position	(898,331)	518,293	43,132	-	-	(48,776)	-	-	(385,683)
Changes not providing (using) cash	445,322	(6,314)	105,652	(0)	-	3,992	-	-	548,651
Cash and Cash Equivalents, Ending	<u>\$ 2,897,506</u>	<u>\$ 888,664</u>	<u>\$ 839,273</u>	<u>\$ 2,135</u>	<u>\$ (5,244)</u>	<u>\$ 31,141</u>	<u>\$ (2,800)</u>	<u>\$ -</u>	<u>\$ 4,650,675</u>

Seminole State College
Education and General - Statement of Budgeted Revenues and Expenditures
For the Period July 1 through May 31, 2024

	<u>ACTUAL</u>		<u>BUDGET</u>	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
<u>REVENUE</u>				
State Appropriations	\$ 451,660	\$ 5,572,810	6,026,441	\$ 5,701,013
Tuition	97,030	1,857,311	2,649,748	2,564,956
Non-Resident Tuition Fees	12,408	649,863	654,027	633,098
Remedial Course Fee	1,023	47,669	37,832	36,621
Tuition	110,461	2,554,842	3,341,607	3,234,676
STEM Academic Excellence Fee	3,791	134,858	115,470	111,775
LAH Academic Excellence Fee	1,793	60,465	47,456	45,937
Bus & Ed Academic Excellence Fee	5,142	77,087	66,418	64,293
Health Science Academic Excellence Fee	465	12,681	12,457	12,058
Social Science Academic Excellence Fee	998	59,598	49,022	47,453
Physical Therapist Assistance Fee	280	4,715	3,668	3,551
Technology Service Fee	12,568	305,342	261,000	252,648
Bus And Ind Additional Fees	-	-	500	484
Nursing Fee	2,200	82,406	76,062	73,628
Laboratory Fees	2,065	77,796	70,787	68,522
Medical Lab Tech Fee	240	6,746	8,776	8,495
Electronic Academic Access Fee	3,183	92,081	76,800	74,342
Dist Education/Outreach Fee	17,019	367,757	306,377	296,573
Academic Course Fees	49,744	1,281,534	1,094,793	1,059,760
Late Payment Fees	534	2,545	5,458	5,283
Application For Admission Fees	405	13,975	11,225	10,866
Assessment Fee	3,915	100,648	86,063	83,309
Refund Per Legal Settlement	-	(180)	-	-
Ace Testing Fees	-	1,470	2,590	2,507
Hybrid Course Fee	-	-	-	-
Sr Citizens Discount	-	-	-	-
Enrollment Seminars	-	69	-	-
Clep Testing Fees	-	50	190	184
Library Automation Fee	3,797	93,308	79,643	77,094
Clearing Other Special Enrollment	-	-	-	-
Records Fee	2,748	67,784	57,765	55,917
Parking Fees	375	27,579	27,040	26,175
Student Id Fee	470	16,088	14,964	14,485
Accident Shield Fee	2,837	78,577	97,035	93,930
Special Testing Fees	165	2,865	3,350	3,243
International Student Fee	-	3,440	8,138	7,878
Compliance Fee	2,618	67,004	57,360	55,524
Safety Fee	2,140	59,414	49,978	48,379
ARPA Grant-Nursing Revenue	-	7,616	-	-
Other Student Fees	20,004	542,251	500,799	484,773
Total Tuition and Fees	180,209	4,378,627	4,937,199	4,779,209
Other Income	79,055	687,919	500,544	484,527
Total Revenue	710,924	10,639,356	11,464,184	10,964,748
<u>EXPENDITURES</u>				
Instruction	434,396	4,705,895	5,322,846	4,849,113
Research	-	-	-	-
Public Service	-	-	-	-
Academic Support	57,860	336,453	337,427	307,396
Student Services	150,006	1,793,095	1,695,523	1,544,621
Institutional Support	131,458	1,888,594	1,914,437	1,744,052
Physical Plant	116,954	1,876,262	2,462,821	2,243,630
Scholarships and Tuition Waivers	(321)	937,389	995,000	995,000
Total Expenditures	890,354	11,537,687	12,728,054	11,683,812
Total Revenue Over (Under) Expenditures	\$ (179,429)	(898,331)	\$ (1,263,870)	\$ (719,064)

Seminole State College
Auxiliary Summary Statement of Revenue and Expenditures
For the Period July 1 through May 31, 2024

	CURRENT MONTH	YEAR TO DATE	BUDGET	
			ANNUAL	YEAR-TO-DATE
<u>REVENUES</u>				
Contractual Food Service	\$ 20,247	\$ 678,215	\$ 815,542	\$ 761,716
Bookstore	48,913	1,186,504	1,346,480	1,295,314
Institutional Support	39,739	728,968	622,685	594,041
Seminole/Roesler Residential Centers	10,342	881,635	1,073,670	1,054,344
Student Activities	15,964	413,016	353,477	338,631
Total Revenues	135,205	3,888,337	4,211,854	4,044,046
<u>EXPENDITURES</u>				
Contractual Food Service	51,169	693,772	815,542	779,658
Bookstore	29,213	775,840	951,358	891,188
Institutional Support	2,725	1,107,382	1,109,000	1,097,910
Seminole/Roesler Residential Centers	87,845	769,490	799,351	724,724
Student Activities	9,406	92,078	358,530	354,945
Total Expenditures	180,358	3,438,562	4,033,781	3,848,425
Revenue Over (Under) Expenditures	\$ (45,153)	\$ 449,776	\$ 178,073	\$ 195,622

Seminole State College
Food Service - Statement of Revenue and Expenditures
For the Period July 1 through May 31, 2024

	<u>ACTUAL</u>		<u>BUDGET</u>	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Meals revenue	\$ 20,247	\$ 673,113	\$ 800,000	\$ 747,200
Other revenue	-	5,101	15,542	14,516
Total revenue	<u>20,247</u>	<u>678,215</u>	<u>815,542</u>	<u>761,716</u>
Supplies	-	1,204	5,370	5,134
Miscellaneous Expenditures	-	-	-	-
Contractual Service	50,733	684,595	800,000	764,800
Professional Services	436	7,972	10,172	9,724
Total expenditures	<u>51,169</u>	<u>693,772</u>	<u>815,542</u>	<u>779,658</u>
Net profit (loss)	<u>\$ (30,923)</u>	<u>\$ (15,557)</u>	<u>\$ -</u>	<u>\$ (17,942)</u>

Seminole State College
Bookstore Statement of Revenue and Expenditures
For the Period July 1 through May 31, 2024

	ACTUAL		BUDGET	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Sales revenue	\$ 48,863	\$ 1,148,694	\$ 1,313,375	\$ 1,263,467
Other revenue	50	37,810	33,105.00	\$ 31,847
Total revenue	<u>48,913</u>	<u>1,186,504</u>	<u>1,346,480</u>	<u>1,295,314</u>
Purchase For Resale	<u>15,665</u>	<u>613,286</u>	<u>781,500</u>	<u>734,610</u>
Professional Salaries, F.T.	3,425	37,672	42,245	38,725
Classified Salaries, F.T.	4,734	52,032	38,049	34,878
Classified Salaries, P.T.	-	1,273	1,295	1,187
Student Wages	-	-	5,000	4,583
Fringe Benefits	4,662	48,137	45,769	41,955
Compensation expenditures	<u>12,820</u>	<u>139,114</u>	<u>132,358</u>	<u>121,328</u>
Travel	-	50	2,000	1,880
Supplies	-	7,345	7,000	6,580
Miscellaneous Expenditures	175	300	1,000	940
Contractual Service	552	15,190	24,800	23,312
Sponsorships	-	555	1,500	1,410
Postage	-	-	1,200	1,128
Other expenditures	<u>727</u>	<u>23,440</u>	<u>37,500</u>	<u>35,250</u>
Total expenditures	<u>29,213</u>	<u>775,840</u>	<u>951,358</u>	<u>891,188</u>
Net profit (loss)	<u>\$ 19,700</u>	<u>\$ 410,663</u>	<u>\$ 395,122</u>	<u>\$ 404,126</u>

Seminole State College
Institutional Support- Statement of Budgeted Revenues and Expenditures
For the Period July 1 through May 31, 2024

	ACTUAL		BUDGET	
	CURRENT	YEAR-TO-DATE	ANNUAL	YEAR-TO-DATE
<u>REVENUE</u>				
Student Service Fee	\$ 12,371	\$ 335,331	\$ 288,042	274,792
Infrastructure Fee	14,213	366,470	313,283	298,872
Student Fees	26,584	701,800	601,325	573,664
Other Income-Overpayment	12,290	15,528	8,368	7,983
Refunds / Reimbursements	-	13	20	19
Interest Income	-	-	1,484	1,416
Seminar fees	-	-	-	-
Vending maching commissions	165	1,204	1,243	1,186
Photocopy revenue	-	-	-	-
ATM other	-	4,248	-	-
Repair and replacemnet, damaged property	-	-	-	-
Haney Center	700	6,175	10,245	9,774
Other income	13,154	27,168	21,360	20,377
Total Revenue	39,739	728,968	622,685	594,041
<u>EXPENDITURES</u>				
Professional Services	1,750	140,322	150,000	148,500
Personnel expenditures	2,073	141,602	150,000	148,500
Travel	-	600	3,000	2,970
Supplies	127	2,589	7,000	6,930
Miscellaneous Expenditures	783	33,259	49,000	48,510
Contractual Service	460	4,255	-	-
Housing and book scholarships	(843)	922,335	900,000	891,000
Haney Center	125	2,742	-	-
Total Expenditures	2,725	1,107,382	1,109,000	1,097,910
Total Revenue Over (Under) Expenditures	\$ 37,013	\$ (378,414)	\$ (486,315)	(503,869)

Seminole State College
Housing - Statement of Revenue and Expenditures
For the Period July 1 through May 31, 2024

	ACTUAL		BUDGET	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Rental revenue - Dorms	\$ 9,475	871,392	\$ 1,055,388	1,036,391
Other revenue	867	10,243	18,282	17,953
Total revenue	<u>10,342</u>	<u>881,635</u>	<u>1,073,670</u>	<u>1,054,344</u>
Professional Salaries, F.T.	3,466.50	38,132	41,598	34,665
Professional Salaries, P.T.	858.33	9,309	41,598	34,665
Professional Services	4,605.00	5,073	6,000	5,514.00
Fringe Benefits	2,515.52	27,654	32,135	26,779.17
Personnel expenditures	<u>11,445</u>	<u>80,167</u>	<u>121,331</u>	<u>101,623</u>
Travel	195	487	1,500	1,379
Supplies	24,301	47,854	36,320	33,378
Miscellaneous Expenditures	-	3,641	500	460
Lease Payments	45,452	499,576	500,000	459,500
Contractual Service	725	20,905	8,700	7,995
Utilities	5,727	116,860	131,000	120,389
Other expenditures	<u>76,400</u>	<u>689,323</u>	<u>678,020</u>	<u>623,100</u>
Total expenditures	<u>87,845</u>	<u>769,490</u>	<u>799,351</u>	<u>724,724</u>
Net profit (loss)	<u>\$ (77,503)</u>	<u>112,146</u>	<u>\$ 274,319</u>	<u>\$ 329,620</u>

Seminole State College
Student Activities - Statement of Revenue and Expenditures
For the Period July 1 through May 31, 2024

	ACTUAL		BUDGET	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Student activity fee	\$ 14,312	\$ 371,128	\$ 317,770	\$ 304,424
Cultural & recreation fee	1,652	41,888	35,707	34,207
Total Revenue	<u>15,964</u>	<u>413,016</u>	<u>353,477</u>	<u>338,631</u>
Athletic Administration	-	79	216,915	214,746
National Tournaments	6,978	18,605	50,000	49,500
Golf-Women	-	1,200	800	792
Golf-Men	-	2,100	800	792
Womens Soccer	-	8,998	17,619	17,443
Men's Basketball	-	8,520	9,000	8,910
Women's Basketball	-	6,157	3,295	3,262
Volleyball	-	11,000	3,600	3,564
Baseball	-	15,181	18,560	18,374
Softball	-	7,828	19,441	19,247
Student Government	1,311	4,104	6,500	6,435
Livestock Judging Team	-	-	-	-
PLC	1,117	8,307	12,000	11,880
SSC Aggie (AFAC)	-	-	-	-
Phi Theta Kappa (AFAC)	-	-	-	-
NASA (AFAC)	-	-	-	-
Student Nurse Association(AFAC)	-	-	-	-
Total Expenditures	<u>9,406</u>	<u>92,078</u>	<u>358,530</u>	<u>354,945</u>
Revenue Over (Under) Expenditures	<u>\$ 6,559</u>	<u>\$ 320,937</u>	<u>\$ (5,053)</u>	<u>\$ (16,314)</u>

Seminole State College
Restricted Funds - Statement of Revenue and Expenditures
For the Period July 1 through May 31, 2024

	<u>Revenue</u>	<u>Expenditures</u>	<u>Net</u>
PELL	\$ 2,708,391	\$ 2,708,489	\$ (98)
PELL Recovery	25	-	25
SEOG	76,228	76,228	-
Direct Loans	1,447,347	1,447,347	-
Student loan repayment	42	-	42
College Work Study	47,727	55,131	(7,404)
SSC Foundation	-	45,884	(45,884)
Private Scholarships	658,749	688,713	(29,964)
Private Loans	129,801	-	129,801
Cherokee Student Grants	42,750	42,750	-
Sac & Fox Student Grants	19,192	20,793	(1,601)
Creek Tribe Student Grants	7,500	6,000	1,500
Shawnee Tribe Student Grants	14,920	14,920	-
Choctaw Tribe Student Grants	47,557	47,007	550
Citizen Pottawatomie Stud Grnt	49,759	55,468	(5,709)
Chickasaw Tribe Stdt Grants	78,236	69,835	8,401
OHLAP	318,218	345,396	(27,178)
Misc Indial Tribal Grants	33,003	35,003	(2,000)
Oklahoma Tuition Aid Grant	234,105	234,100	5
Subtotal Financial Aid	<u>5,913,550</u>	<u>5,893,065</u>	<u>20,486</u>
Title III Engaging Students in Science	-	-	-
Ub Math/Science #2	230,155	230,155	-
Ub Math/Science #1	202,823	202,673	150
Upward Bound #2	236,878	237,021	(143)
Upward Bound #1	328,337	328,577	(240)
Talent Search West	258,027	257,808	219
Talent Search Central	364,568	364,606	(38)
TANF	233,918	144,136	89,782
TANF - Ada	-	68,383	(68,383)
PIE Academy	-	-	-
Dream Catcher Gear Up	716,047	717,689	(1,643)
STEM Student Support	267,163	269,441	(2,278)
Student Support Serices	288,818	288,778	40
NASNTI Grant	454,397	300,344	154,053
NASNTI Grant	-	118,889	(118,889)
NASNTI Supplemental Grant	-	34,786	(34,786)
Scholars for Excellence	68,303	68,541	(238)
Carl Perkins	-	-	-
Subtotal Federal Grants	<u>3,649,434</u>	<u>3,631,829</u>	<u>17,605</u>
Care Bears	29,261	22,533	6,728
Nursing Student'S	2,030	1,415	615
Residential Deposits	10,500	-	10,500
Professional Staff Council	1,595	1,326	269
Upward Bound #2 Fund Raiser	7,236	6,059	1,176
Upward Bound M/S Fund Raiser	5,769	6,331	(562)
Ub Ms #2 Fund Raiser	2,739	4,205	(1,466)
Upward Bound #1 Fundraiser	8,443	10,412	(1,969)
Subtoal Other Restricted	<u>67,573</u>	<u>52,282</u>	<u>15,291</u>
Total	<u>\$ 9,630,557</u>	<u>\$ 9,577,175</u>	<u>\$ 53,382</u>

Seminole State College
Campus Organizations - Statement of Revenue and Expenditures
For the Period July 1 through May 31, 2024

	<u>Revenue</u>	<u>Expenditures</u>	<u>Net</u>
NURSING COPY MACHINE	-	450	(450)
VA REPORT FEE	800	1,712	(912)
FACULTY SENATE	2,880	3,630	(750)
SEMINOLE STATE AGGIE CLUB	5,210	3,775	1,435
UB #1 SUMMER FOOD PROGRAM	5,304	-	5,304
PHI THETA KAPPA	969	304	665
UBMS SUMMER FOOD PROGRAM	3,886	2,130	1,756
UB M/S #2 SUMMER FOOD PROGRAM	4,707	-	4,707
UB2 SUMMER FOOD PROGRAM	5,168	-	5,168
MLT BOC FEE	1,718	2,250	(532)
ADMIN PROGRAM ATHLETICS	31	-	31
CLASSIFIED STAFF ASSOCIATION	1,371	1,654	(283)
SEMINOLE TRIBE STUDENT GRANTS	43,000	42,600	400
MU ALPHA THETA (MATH HONORS)	125	169	(44)
PSI BETA	350	225	125
SIGMA KAPPA DELTA	160	152	8
Art Club	20	-	20
SHOTGUN SHOOTING TEAM	4,065	3,535	530
P.R.I.D.E.	321	240	81
OTHER ORGANIZATIONS AND ACTIVITIES	44,081	46,205	(2,124)
	<u>\$ 124,166</u>	<u>\$ 109,031</u>	<u>\$ 15,135</u>

Amanda Thomas

Medical Laboratory Technologist

(405)380-4865

Arthomas0513@gmail.com

12215 NS 3640, Wewoka, OK 74884

Experience

Technologist, Medical I *Quest Diagnostics, Oklahoma City, OK*

June 2021 - Present

Perform routine testing in hematology, chemistry, urinalysis, coagulation, and point of care in a clinical laboratory. Responsible for QC, instrument maintenance and troubleshooting, specimen processing, and documentation using Microsoft programs including SharePoint, Teams, Outlook, and Office.

Molecular Virologist *OU Medicine, Oklahoma City, OK*

July 2020 – May 2021

Perform immunologic assays for diagnostic patient testing. Trained in the Biomark Fluidigm, TaqPath, Liat, and Cepheid PCR systems. Skillful in aseptic technique and diligent in chain of custody and documentation procedures. Well-versed in both LIMS and Meditech.

Tutor *Seminole State College, Seminole, OK*

August 2017 – May 2022

Reinforce subject material for general requirements and science courses, both in person and on Zoom. Guide students in searching and applying study resources. Provide secretarial and technological assistance as needed.

Teacher's Assistant, *East Central University, Ada, OK*

August 2019 – May 2020

Support professor during Biology labs, providing technique and data explanation, experiment demonstration, and lab manual work clarifications.

Trainer/Cast Member, *Walt Disney World, Lake Buena Vista, FL*

August 2000 – November 2008

Performed a variety of positions that required speaking in front of audiences, exceptional customer service, problem-solving and improvisation on impulse, and the ability to communicate across cultural and language barriers. Applied leadership skills while training other cast members. Facilitated training to cast members for the opening of Disney's Pop Century Resort with a focus on safety, courtesy, show, and efficiency.

Education

May 2017

Associate degree, Life Sciences, Seminole State College

May 2020

Bachelor's degree, Molecular Biology, East Central University, Ada, OK

Amanda Thomas

Contact information

(405)380-4865
Arthomas0513@gmail.com
12215 NS 3640, Wewoka, OK 74884

To

Human Resources
PO Box 351
Seminole, OK 74818

To whom it may concern,

I am writing to express my interest in the position of Upward Bound Project Coordinator or Talent Search Advisor. I have experience working with students previously at Seminole State College for the Student Support Services program, and having been a first-generation student myself, I am confident in my ability to contribute to the success of your organization because of the additional understanding that I have.

I hold a bachelor's degree from East Central University in molecular biology, and I have an associate from SSC in life sciences. Additionally, I have 4 years of experience in providing academic guidance, coordinating social and cultural activities for students. I have experience in conducting outreach from most of the positions that I have held throughout the years.

In my previous roles at OU Health and Quest Diagnostics, I demonstrated my proficiency in handling confidential information with tact and discretion in accordance with HIPPA and maintaining accurate records related to documentation. I have organized and compiled records during my time working for Student Support Services, Furthermore, I possess strong organizational, time management, and human relations skills, with the ability to work independently and create online learning platforms for participants and staff.

I am willing to commit to any necessary overnight and weekend travel, as well as to fully engage in the planning and facilitation of residential and day camps during the summer months.

Thank you for considering my application. I am eager to bring my passion for educational equity, my commitment to student success, and my dedication to a position at SSC. Please find my resume attached for your review, and I am available at your earliest convenience for an interview.

Sincerely,

Amanda R. Thomas

03/01/2024

April 17, 2024

Angela Harjo
Director, Talent Search
Seminole State College

Angela,

I will be leaving my position as Talent Search Advisor on May 31, 2024. I have thoroughly enjoyed working with you and the TS team for the past two years, but events in my personal life are taking up all the time I have available now and for the foreseeable future. I will especially miss visiting with our FOCUS students and helping them find their way to college and a career.

When my time is more settled, I would be glad to come help out with FOCUS events. Not sure when that will happen, but hopefully soon.

It has been an honor and a pleasure to work here at SSC. I look forward to getting my affairs settled for my family and enjoying my additional time with them.

Thank you for all your help and support.



Blake Cummings
Talent Search Advisor
Seminole State College

Memorandum of Understanding

between Seminole State College
and
Gordon Cooper Technology Center

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of the 1st day of July 2024, by and between **GORDON COOPER TECHNOLOGY CENTER AREA SCHOOL DISTRICT NO.5 OF POTTAWATOMIE COUNTY, OKLAHOMA**, hereinafter referred to as “**GCTC**”, and **SEMINOLE STATE COLLEGE**, hereinafter referred to as “**SSC**”.

1. Purpose. This Agreement facilitates a cooperative agreement to jointly offer an Associates in Applied Sciences degree program in Physical Therapist Assistant (PTA). The program will be named the SSC-GCTC Physical Therapist Assistant Program. The degree conferred by SSC will be the Associate in Applied Sciences in Physical Therapist Assistant. All courses and the degree program will be under the direct institutional control of SSC.
2. Term. The term of the Agreement shall be for the period beginning July 1, 2024 and ending June 30, 2025 ("Term"), unless terminated earlier as provided in this Agreement. On or before January 15th of the preceding fiscal year SSC and GCTC shall review the agreement and determine whether to continue the Program for an additional year. This MOU may be modified and/or renewed for successive one (1) year periods by mutual consent of SSC and GCTC expressed through official action by their respective governing boards.
3. Mutual Responsibilities.
 - a. The Program Director (PD) /Academic Coordinator of Clinical Education (ACCE) and PTA Instructor will be under the direct supervision of SSC. While on GCTC's campus, the PD/ACCE and PTA instructor will abide by the policies, rules, and regulations of both GCTC and SSC.
 - b. Both institutions will be involved in the hiring and selection process for any additional PTA staff members to be hired after the date of this MOU.
 - c. The technical-occupational courses for the PTA program will be delivered at GCTC which will be the sole provider of dedicated functional classroom and lab space for all courses with a PTA prefix. GCTC agrees to maintain the space and current equipment at a level consistent with providing a quality education. Any changes to the facility or fixtures will be at the sole discretion of GCTC and GCTC agrees to pay for any facility or fixture updates or repairs. This excludes clinical practicum courses which will be taught at clinical affiliate sites and an Introduction to Physical Therapist Assistant course which may be taught on either

campus as needed. The PD/ACCE in consultation with GCTC staff will have input into the design of the GCTC PTA lab.

- d. Adherence to the policies, academic regulations, and academic calendars of SSC, Oklahoma State Regents of Higher Education (OSRHE), and Higher Learning Commission (HLC) will be required by both parties. SSC will communicate relevant regulations and calendars to GCTC representatives on at least an annual basis.
- e. SSC and GCTC will share responsibility for recruiting students into the program. SSC will enroll and transcript all students.
- f. The PD/ACCE will maintain an industry advisory committee consistent with CAPTE accreditation requirements and other training programs at GCTC.
- g. The PD/ACCE will determine placement of students in clinical practicum.
- h. The PTA Instructor will be responsible for teaching all PTA courses (except PTA Capstone) taught at SSC and GCTC. The PD/ACCE will be responsible for teaching the PTA Capstone course and responsible for the oversight of clinical rotation courses at affiliate sites.
- i. Final admittance into the PTA technical-occupational option of the program will occur according to admission procedures approved by representatives from both SSC and GCTC.
- j. The PTA program will strive to maintain enrollment levels of 12 students per cohort who enter the technical-occupational portion of the program each fall semester (includes PTA classes on the GCTC campus and clinical rotation courses at affiliate sites). Failure to meet this goal will not affect the financial conditions of the agreement in the current fiscal year but may affect staffing levels and future financial considerations and commitments in subsequent fiscal years.
- k. PTA oversight committee consisting of two SSC PTA staff members, two GCTC staff members, and the Health Sciences Division Chair will periodically review the PTA program and set the criteria for student admittance in accordance with CAPTE accreditation requirements. The PD/ACCE will complete a CAPTE program review annually and submit it to the oversight committee. GCTC and SSC representatives will be regularly involved in the monitoring and evaluation of the PTA program and the performance of PTA staff.

4. Responsibilities of GCTC.

- a. GCTC will contribute annually to SSC the sum of \$150,000 toward the total cost of the salary, fringe benefits, and employer's costs (employer costs to include OTRS Fee, Unemployment, Workers' Compensation, Social Security Employer Contribution, and Payroll Taxes) for the PD and the PTA Instructor only. This amount will be prorated and paid monthly to SSC by GCTC. The amount shall be negotiable each fiscal year based on enrollment numbers.
- b. GCTC will provide adequate office space and administrative support on its campus for the PD and PTA instructor.

5. Responsibilities of SSC.

- a. SSC agrees to support the program at a level which facilitates the continued accreditation of the program by Commission on Accreditation in Physical Therapy Education ("CAPTE"). SSC will pay the annual accreditation fee.
- b. The PD/ACCE and the PTA Instructor will be full-time employees of SSC.
- c. Costs relating to professional development for the PD/ACCE and PTA instructor will be the responsibility of SSC and shall be at the sole discretion of SSC.
- d. SSC will be responsible for the direct and indirect costs associated with PTA courses including, but not limited to salaries and benefits, new equipment, supplies, and teaching materials for PTA courses offered on GCTC's campus.
- e. All employment issues that may arise surrounding any aspect of the aforementioned employees after the initial date of hiring shall be the responsibility of SSC in consultation with GCTC.
- f. The general education and technical-occupational support courses for the PTA program will be delivered on the SSC campus in either a face-to-face or an online format unless otherwise denoted in this agreement. The Introduction to Physical Therapist Assistant course may also be delivered on the SSC campus as needed. SSC will be solely responsible for the direct and indirect costs associated with these courses including, but not limited to new equipment, supplies, and teaching materials.
- g. SSC will retain all collected revenue generated by tuition and fees from the PTA program.
- h. Administrative costs relating to compliance with SSC Board Policy, OSRHE policy, HLC accreditation, and CAPTE accreditation will be the responsibility of SSC.

- i. SSC will provide academic advice to new, current, and transfer students wanting to enter the PTA program.
 - j. SSC PTA staff members will conduct annual follow-up reporting for the previous year and current year graduates. Said follow-ups will be completed and submitted within 4 months after the completion of any cohort of students to designated entities at GCTC and SSC and will include the following information:
 - o Number of beginning enrollments in each cohort
 - o Number of completing/graduating students in each cohort
 - o Number of students successfully passing PTA certification testing
 - o Number of students directly employed as a PTA or similarly named health professional
 - o Hourly wage rate on each student directly employed as a PTA or similarly named health professional
 - o Number of students not directly employed as a PTA or similarly named health professional
 - o Hourly wage rate on each student not directly employed as a PTA or similarly named health professional
6. Termination. Either party may terminate this contract upon sixty (60) days written notice at any time and for any reason. GCTC and SSC will make every effort to avoid termination of this Agreement if the effective date of the termination would disrupt Students' completion of the program in progress at the time termination is initiated by GCTC or SSC.
7. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereunto set their hand, the day and year first above written.

SEMINOLE STATE COLLEGE
SEMINOLE COUNTY, OKLAHOMA

GORDON COOPER TECHNOLOGY
CENTER DISTRICT NO. 5 OF
POTTAWATOMIE COUNTY,
OKLAHOMA

By _____
Lana Reynolds, President

By _____
President, Board of Education

ATTEST:

By _____
Clerk, Board of Education

Memorandum of Understanding
between Seminole State College
and
Gordon Cooper Technology Center

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of the 1st day of July, 2024, by and between **GORDON COOPER TECHNOLOGY CENTER AREA SCHOOL DISTRICT NO. 5 OF POTTAWATOMIE COUNTY, OKLAHOMA**, hereinafter referred to as “**GCTC**”, and **SEMINOLE STATE COLLEGE**, hereinafter referred to as “**SSC**”.

This Agreement facilitates a cooperative agreement to jointly offer an Associates in Applied Sciences degree program in Medical Lab Technology (MLT). The program will be named the SSC-GCTC Medical Lab Technology Program. The degree conferred by SSC will be the Associate in Applied Sciences in Medical Laboratory Technology. All courses and the degree program will be under the direct institutional control of SSC.

The term of the Agreement shall be for the period beginning July 1, 2024 and ending June 30, 2025. On or before January 15th of each year SSC and GCTC shall review the Agreement and determine whether to continue the Program for an additional year. This MOU may be modified and/or renewed for successive one (1) year periods by mutual consent of SSC and GCTC expressed through official action by their respective governing boards. It is the understood intent of each party to continue this agreement indefinitely until it becomes untenable for one or both of the parties to do so.

Participants agree to the following:

- The Agreement may be terminated by either party upon sixty (60) days written notice at any time and for any reason. The effective date of the termination shall take into account the adverse impact upon students currently enrolled and participating in the didactic or clinical internship component of the SSC-GCTC MLT Program. To the extent possible, students currently enrolled in the Program shall not be affected and shall be given the opportunity to complete their course of study.
- All courses and the degree program will be under the direct institutional control of SSC.
- SSC agrees to support the program at a level which facilitates the continued accreditation of the program by the National Accrediting Agency for Clinical Laboratory Sciences (NAACLS). SSC will pay the annual accreditation fee to NAACLS, expenses for NAACLS accreditation site visit, and the annual Program Performance Report fee to the American Society for Clinical Pathology (ASCP).
- The Program Director (PD) and a faculty member will be full-time employees of SSC. SSC shall pay the total cost of the salary, fringe benefits, and employer's costs (employer costs to include OTRS Fee, Unemployment, Workers Compensation, Social Security Employer Contribution, and Payroll Taxes) for the PD and the faculty member.

- GCTC shall pay SSC up to \$150,000 per year, payable in monthly installments. This amount shall be negotiable each fiscal year, based on enrollment numbers. It is expected that the program will have 9 students per cohort.
- All employment issues that may arise surrounding any aspect of the aforementioned employees shall be the responsibility of SSC in consultation with GCTC.
- The technical-occupational courses for the MLT program will be delivered at GCTC which will be the sole provider of dedicated functional classroom and lab space for all courses with a MLT prefix. GCTC agrees to maintain the space and current equipment at a level consistent with providing a quality education. Any changes to the facility or fixtures will be at the sole discretion of GCTC and GCTC agrees to pay for any facility or fixture updates or repairs.
- This excludes clinical practicum courses which will be taught at clinical affiliate sites and the MLT orientation course which may be taught on either campus as needed. The PD in consultation with GCTC staff will have input into the design of the GCTC MLT lab.
- The PD will determine placement of students in clinical practicum courses.
- SSC will be responsible for the direct and indirect costs associated with MLT courses including, but not limited to equipment, supplies, and teaching materials for MLT courses offered on its campus.
- The general education and technical-occupational support courses for the MLT program will be delivered on the SSC campus in either a face-to-face or an online format. The MLT orientation course may also be delivered on the SSC campus as needed. SSC will be solely responsible for the direct and indirect costs associated with these courses including, but not limited to equipment, supplies, and teaching materials.
- SSC will retain all collected revenue generated by the Laboratory Course Fee, Medical Laboratory Technology Fee, and tuition revenue from all MLT technical-occupational courses.
- While on GCTC's campus, the PD and faculty will abide by the policies, rules, and regulations of both GCTC and SSC.
- Administrative costs relating to compliance with SSC Board Policy, OSRHE policy, HLC accreditation, and NAACLS accreditation will be provided SSC.
- Costs relating to staff professional development will be covered by SSC and shall be at the sole discretion of SSC.
- GCTC will provide adequate office space and administrative support on its campus for the PD and the faculty member.
- Adherence to the policies, academic regulations, and academic calendars of SSC, OSRHE, and HLC will be required by both parties. SSC will communicate relevant regulations and calendars to GCTC representatives on at least an annual basis.
- SSC and GCTC will share responsibility for recruiting students into the program. SSC will enroll and transcript all students.

- SSC will provide academic advising to new, current, and transfer students wanting to enter the MLT program.
- The MLT PD will maintain an industry advisory committee consistent with NAACLS accreditation requirements and other training programs at GCTC.
- The PD and the faculty member will be responsible for teaching all MLT courses taught at SSC and GCTC. The PD and the faculty member will be responsible for the oversight of clinical rotation courses at affiliate sites.
- The MLT program will strive to maintain enrollment levels of 8-10 students in each of the overlapping cohorts who enter the technical-occupational portion of the program each year (includes MLT classes on the GCTC campus and clinical rotation courses at affiliate sites). Failure to meet this goal will not affect the financial conditions of the agreement in the current fiscal year but may affect staffing levels and future financial considerations in subsequent fiscal years.
- An MLT oversight committee consisting of two SSC MLT staff members, two GCTC staff members, and the SSC Health Sciences Division Chair will periodically review the MLT program and set the criteria for student admittance in accordance with NAACLS accreditation requirements. The PD will complete a NAACLS program review annually and submit it to the oversight committee. GCTC and SSC representatives will be regularly involved in the monitoring and evaluation of the MLT program and the performance of MLT staff.
- SSC MLT staff members will conduct annual follow-up reporting for the most recent year graduates. Said follow-ups will be completed and submitted within 4 months after the completion of any cohort of students to designated entities at GCTC and SSC and will include the following information:
 - Number of beginning enrollments in each cohort
 - Number of completing students in each cohort
 - Number of students successfully passing certification testing
 - Number of students directly employed as an MLT or similarly named health professional
 - Hourly wage rate on each student directly employed as an MLT or similarly named health professional
 - Number of students not directly employed as an MLT or similarly named health professional

IN WITNESS WHEREOF, the parties hereunto set their hand, the day and year first above written.

SEMINOLE STATE COLLEGE
SEMINOLE COUNTY, OKLAHOMA

GORDON COOPER TECHNOLOGY
CENTER DISTRICT NO. 5 OF
POTTAWATOMIE COUNTY,
OKLAHOMA

By _____
Lana Reynolds, President

By _____
President, Board of Education

ATTEST:

By _____
Clerk, Board of Education

Oklahoma State Regents for Higher Education
EDUCATIONAL AND GENERAL BUDGET - FY2024-2025
PART I - PRIMARY BUDGET

Schedule C
REPORT OF EDUCATIONAL AND GENERAL REVENUE, EXPENDITURES, AND UNOBLIGATED RESERVE

Institution Name: Seminole State College		
Revenue Description	FY2024-2025 Amount	Percent of Total
1. Beginning Fund Balance July 1, 2024 (Cash Basis)	3,500,000	
2. Expenditures for Prior Year Obligations	300,000	
3. Unobligated Reserve Balance July 1, 2024 (line 1 - line 2)	3,200,000	← Formula
4. Projected FY2025 Receipts:		
State Appropriated Funds - For Operations	5,574,072	43.1%
State Appropriated Funds - For Grants, Contracts and Reimbursements	471,076	3.6%
Federal Appropriations	-	0.0%
Local Appropriations	-	0.0%
Resident Tuition (includes tuition waivers)	2,702,742	20.9%
Nonresident Tuition (includes tuition waivers)	650,063	5.0%
Student Fees - Mandatory and Academic Service Fees	2,959,096	22.9%
Gifts, Endowments and Bequests	-	0.0%
Other Grants, Contracts and Reimbursements	178,613	1.4%
Sales and Services of Educational Departments	-	0.0%
Organized Activities Related to Educational Departments	-	0.0%
Technical Education Funds	-	0.0%
Other Sources	100,000	0.8%
Federal Stimulus Funds - CARES and ARPA	292,384	2.3%
5. Total Projected FY2025 Receipts	12,928,046	100.0%
6. Total Available (line 3 + line 5)	16,128,046	← Formula
7. Less Budgeted Expenditures for FY2025 Operations	13,556,372	← Link to Sch A
8. Projected Unobligated Reserve Balance June 30, 2025 (line 6 - line 7)	2,571,674	← Formula

Schedule C-1	Fund 290	Fund 700	Totals
Student Fees			
Mandatory Fees	697,720	1,122,032	1,819,752
Academic Service Fees	1,139,344	-	1,139,344
Total Student Fees	1,837,064	1,122,032	2,959,096
Difference Between Student Fees in cells B23 and C40	1,122,032	N/A	N/A

Oklahoma State Regents for Higher Education
EDUCATIONAL AND GENERAL BUDGET - FY2024-2025
PART I - PRIMARY BUDGET
Schedule B
Summary of Educational and General Expenditures by Object

Institution:		EXPENDITURES BY OBJECT		
Seminole State College		Object of Expenditure	FY2024-2025 Amount	Percent of Total
1	Personnel Services:			
1a	Teaching Salaries		2,623,395	19.4%
1b	Professional Salaries		2,291,839	16.9%
1c	Other Salaries and Wages		1,114,696	8.2%
1d	Fringe Benefits		3,495,985	25.8%
1e	Professional Services		234,853	1.7%
	Total Personnel Service		9,760,768	72.0%
2	Travel		224,616	1.7%
3	Utilities		500,000	3.7%
4	Supplies and Other Operating Expenses *		1,861,293	13.7%
5	Property, Furniture and Equipment		229,345	1.7%
6	Library Books and Periodicals		19,850	0.1%
7	Scholarships and Other Assistance		960,500	7.1%
8	Transfer and Other Disbursements **		-	0.0%
	Total Expenditures by Object		13,556,372	100.0%

Oklahoma State Regents for Higher Education
 655 Research Parkway, Suite 200
 Oklahoma City, OK 73104

EDUCATIONAL AND GENERAL BUDGET - FY2024-2025
PART I - PRIMARY BUDGET

Schedule A

Summary of Educational and General Expenditures by Function

Agency #	62300
Institution Name:	Seminole State College
President:	Lana Reynolds

Date Submitted: **June 12, 2024**

EXPENDITURES BY ACTIVITY/FUNCTION			
Activity Number	Activity/Function	FY2024-2025 Amount	Percent of Total
Educational & General Budget - Part I:			
11	Instruction	5,672,273	41.8%
12	Research	-	0.0%
13	Public Service	-	0.0%
14	Academic Support	639,771	4.7%
15	Student Services	2,049,133	15.1%
16	Institutional Support	2,023,331	14.9%
17	Operation and Maintenance of Plant	2,221,864	16.4%
18	Scholarships and Fellowships	950,000	7.0%
	Total Expenditures by Activity/Function:	13,556,372	100.0%

FUNDING			
Fund Number	Fund Name	FY2024-2025 Amount	Percent of Total
E&G Operating Revolving Fund:			
290	Revolving Funds	7,218,840	53.3%
290	State Appropriated Funds - Operations Budget	5,574,072	41.1%
290	State Appropriated Funds - Grants, Contracts and Reimbursements	471,076	3.5%
490	Federal Stimulus Funds - CARES and ARPA	292,384	2.2%
	Total Expenditures by Fund:	13,556,372	100.0%

**EDUCATIONAL AND GENERAL BUDGET - FY2024-2025
PART I - PRIMARY BUDGET**

Schedule A-1
Summary of Educational and General Expenditures by Function

Institution Name: Seminole State College

EXPENDITURES BY ACTIVITY/FUNCTION			
Activity Number	Activity/Function	FY2024-2025 Amount	Percent of Total
11	Educational & General Budget - Part I:		
	Instruction		
	General Academic Instruction	4,358,472	
	Vocational/Technical Instruction	454,689	
	Community Education	89,701	
	Preparatory/Remedial Instruction	-	
	Instructional Information Technology	754,911	
	Total Instruction:	5,657,773	41.7%
12	Research		
	Institutes and Research Centers	-	
	Individual and Project Research	-	
	Research Information Technology	-	
	Total Research:	-	0.0%
13	Public Service		
	Community Service	-	
	Cooperative Extension Service	-	
	Public Broadcasting Services	-	
	Public Service Information Technology	-	
	Total Public Service:	-	0.0%
14	Academic Support		
	Libraries	92,148	
	Museums and Galleries	-	
	Educational Media Services	-	
	Ancillary Support/Organized Activities	-	
	Academic Administration	447,623	
	Academic Personnel Development	14,500	
	Course and Curriculum Development	100,000	
	Academic Support Information Technology	-	
	Total Academic Support:	654,271	4.8%

Schedule A-1 (continued) - Summary of Educational and General Expenditures by Function
 Institution Name: Seminole State College

EXPENDITURES BY ACTIVITY/FUNCTION				
Activity Number	Activity/Function	FY2024-2025 Amount	Percent of Total	
15	Student Services			
	Student Services Administration	90,202		
	Social and Cultural Development	956,049		
	Counseling and Career Guidance	324,295		
	Financial Aid Administration	294,877		
	Student Admissions	193,685		
	Student Records	34,439		
	Student Health Services	2,325		
	Student Services Information Technology	153,261		
	Total Student Services:		2,049,133	15.1%
16	Institutional Support			
	Executive Management	606,961		
	Fiscal Operations	717,702		
	General Administration	310,219		
	Public Relations/Development	274,641		
	Administrative Information Technology	113,808		
	Total Institutional Support:		2,023,331	14.9%
	17	Operation and Maintenance of Plant		
		Physical Plant Administration	122,240	
		Building Maintenance	570,379	
Custodial Services		375,560		
Utilities		500,000		
Landscape and Grounds Maintenance		25,795		
Major Repairs and Renovations		-		
Safety & Security		491,740		
Logistical Services		136,150		
Operation & Maintenance Information Technology		-		
Total Operation and Maintenance of Plant:		2,221,864	16.4%	
18	Scholarships and Fellowships			
	Scholarships	-		
	Fellowships	-		
	Resident Tuition Waivers	650,000		
	Nonresident Tuition Waivers	300,000		
Total Scholarships and Fellowships:		950,000	7.0%	
Total Expenditures by Activity/Function:		13,556,372	100.0%	

2024-25 SSC EVENTS AND EMPLOYEE HOLIDAY SCHEDULE

HOLIDAYS

<i>DATE</i>		<i># OF DAYS</i>
JULY 4	INDEPENDENCE DAY OBSERVANCE	(1)
SEPT 2	LABOR DAY	(1)
OCT 17-18	FALL BREAK	(2)
NOV 27-29	THANKSGIVING	(3)
DEC 23 – JAN 6	WINTER HOLIDAY BREAK	(10)
JAN 20	MARTIN L. KING, JR. DAY	(1)
FEB 17	PRESIDENTS' DAY	(1)
MAR 17-21	SPRING BREAK	(5)
MAY 26	MEMORIAL DAY	(1)
JUNE 19	JUNETEENTH	(1)

SPECIAL ACADEMIC EVENTS

MAR 27	SSC INTERSCHOLASTIC MEET	Classes cancelled; all employees work. Faculty not involved in the meet will be assigned a school-related activity by their Division Chair.
MAY 9	COMMENCEMENT (Friday)	This is a work day. Offices closed to the public until 1:30 p.m. faculty, Administrators and Professional staff are required to participate in commencement unless exempted by the president.

June 18, 2024



Order Form

ORDER#	Q-63540R	D2L Ltd.
ORDER DATE	May 23, 2024	210 West Pennsylvania Avenue, Suite 400A Towson, MD 21204

CLIENT

Seminole State College ("Client")
 PO Box 351
 Seminole, Oklahoma 74818-0351
 US

ORDER START DATE	July 1, 2024	ORDER END DATE	June 30, 2027
CURRENCY	U.S. Dollar		

Pricing Summary

ITEM	YEAR 1	YEAR 2	YEAR 3
Pricing Period	July 1, 2024 - June 30, 2025	July 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2027
Fees Due	July 1, 2024	July 1, 2025	July 1, 2026
FTE	1300	1300	1300
Software	\$29,675.19	\$30,565.44	\$31,482.41
Support	\$4,451.28	\$4,584.82	\$4,722.36
Total	\$34,126.47	\$35,150.26	\$36,204.77

Pricing quoted is in U.S. Dollar and does not include applicable taxes. Unless stated otherwise, pricing under this Order is valid for 30 days from the Order Date ("Offer Expiration Date").

If Client exceeds its entitled use under this Order, overage fees shall apply.

In pursuit of D2L's mission to provide its clients with continuous and innovative enhancements to D2L services, over time our fees must increase to cover additional product development expenses associated with improving our services. The fees for the first pricing period shall be invoiced as set out on an Order. Unless otherwise stated, all subsequent pricing periods shall include a 3.00% annual increase ("Annual Increase"). If the inflation rate for United States as published by the World Bank (www.data.worldbank.org) for the most recently reported twelve-month period ("CPI") exceeds the Annual Increase, then the fees for any subsequent annual periods may be increased, instead, by applying the applicable CPI rate. Annual fees for any subsequent renewal period(s) may be increased by the greater of 5% or CPI as set out above.



Pricing Details

Software

Brightspace Core

Support

Plus Administrator Support



FTE Definition

FTE means a User Model for a blended institution that accounts for Client's number of student full-time equivalents over the course of a year as reported by Client and verifiable through a published and reputable source (e.g. IPEDS). A blended institution is an institution that uses traditional face to face learning as the primary learning delivery model for their students and supplements with online educational technologies. For clarity, those persons who log into the Cloud Services for the sole purpose of providing or administering instruction will not be considered an FTE, unless and until such persons log into the Cloud Services as students (e.g., to take courses for professional or personal development).

Is your organization exempt from sales tax? If yes, kindly attach a copy of your sales tax exemption certificate to this Order Form.

- Yes, sales tax exemption certificate is attached
 No

Does your organization require a Purchase Order to process payment of this contract? If yes, kindly attach a Purchase Order that references the Order # from page 1 of this document.

- Yes, Purchase Order is attached
 No

SPECIAL TERMS AND CONDITIONS

This Order is entered into pursuant to OMNIA contract number R201401.

This Order Form between D2L and Client may be accepted as a binding agreement under the terms attached hereto or under the terms of the applicable signed agreement between the Parties ("Agreement") if it is signed and returned. Unless otherwise indicated on this Order Form, all other terms of the Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Offer Expiration Date. D2L reserves the right to accept or reject any signed Order Form after the Expiration Date.

NOTICE INFORMATION

LEGAL NOTICE CONTACT

CLIENT BILLING CONTACT

Name:

Name:

Email:

Email:

Phone:

Phone:

Address:

Address:

[Signature page to follow]

AGREED AND ACCEPTED

D2L Ltd.

Seminole State College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND CLIENT



D2L Order Terms and Conditions

These terms and conditions, along with any document(s) signed or electronically agreed to by D2L and Client that accompany or reference these terms and conditions for D2L Services ("**Order**"), form the agreement ("**Agreement**") between the D2L entity signing the Order ("**D2L**") and the Client identified in the Order ("**Client**").

1. **Services.** D2L will provide the Services set out in the Order: "**Services**" means the applications made available to Client and/or any other material, duty, function or task D2L provides, facilitates, makes available or performs under this Agreement (including any Order and (if applicable) Statement of Work ("**SOW**"). D2L shall maintain and shall see that its vendors maintain commercially reasonable administrative, physical and technical safeguards for the security, privacy and integrity of Client Data (as defined in section 7 below), which may include relevant certifications such as ISO 27001 and SSAE 16 SOC 1 and SOC 2. Client acknowledges that Client's use of Services will involve transmission over the Internet and other networks, only part of which may be owned or controlled by D2L. D2L is not responsible for any Client Data which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned or controlled by D2L. All Services, including implementation, training, consulting, and/or creative Services (collectively, "**Professional Services**") purchased by Client will be provided remotely unless otherwise agreed in a SOW. Client will provide to D2L at least five (5) days written notice prior to cancelling any scheduled Professional Services; if such prior notice is not provided, D2L may charge Client for the forfeited hours. Any changes to Professional Services provided under a SOW will be documented using a change request form that summarizes the agreed change and project impact (in terms of scope, budget, and schedule). If D2L believes that additional hours will be required under a SOW, D2L will notify Client and will not perform any additional hours unless Client has agreed in writing to the details. For clarity, D2L is under no obligation to perform any hours in excess of the number of hours agreed to in writing by the Client.

2. **Grant of Use.** Upon the start date listed in the relevant Order, D2L shall permit Client to use the Services in a non-exclusive, non-transferable, time-limited (revoked upon termination) manner as set forth in the Order by the specified number of users in the Order(s). Client may increase its number of such users upon paying the appropriate fee. Should Client not pay, D2L may terminate this Agreement. Client may use or access Services for its use only. No third party, other educational institution or business group or entity other than that identified in the attached relevant Order may make use of, or obtain access to, Services without a separate agreement. D2L allocates up to 500MB of storage space per user and may charge additional fees of no more than \$2.00USD per GB per year in excess of the allocated amount. D2L may review the Client's usage no more than twice a year for the purpose of ensuring compliance by Client with the terms of this Agreement. If such review reveals that Client's use of Services exceeds its permitted use, Client shall pay D2L's then-current fees and reasonable administrative fees. The parties agree that pricing is predicated on Client's expected usage of the Services as a(n) FTE which may be subject to review in the event of material change.

3. **Warranty.** D2L warrants that the Services will (i) achieve in all material respects, the functionality described in the applicable documentation, and (ii) be performed in accordance with industry standards and with the same level of care and skill as D2L provides to similarly-situated customers. Except as set forth in this Agreement, the Services are provided "as-is", and D2L makes no warranties, representations, or guarantees, express or implied, oral or written, with respect to the Services. D2L does not warrant that Services are error-free. D2L makes no warranties of merchantability, fitness for a particular purpose (including Client's compliance with its statutory or regulatory obligations), or arising from a course of performance, dealing, or usage of trade. There is no such thing as perfect security, and D2L cannot guarantee or warrant the security of any data that D2L receives and stores. Client assumes all responsibility for determining if the Services are sufficient for Client's purposes. To the extent that certain jurisdictions prohibit the exclusion of some warranties or provide additional warranties that are not provided above, such laws shall take precedence over this section.

4. **Confidentiality.** No party shall furnish **Confidential Information** (defined as technical, business, marketing, proprietary, trade secret, personal or other information in any form (e.g., oral, written, electronic)) to any unauthorized person or entity. No party shall be bound by confidentiality obligations if the Confidential Information (i) is required to be disclosed pursuant to court or regulatory order, provided that, where feasible, the owner of the Confidential Information is given a reasonable opportunity to limit the extent of disclosure; (ii) was already rightfully in its possession before the commencement of negotiations that led to this Agreement; (iii) is learned from a third party under no apparent duty of confidentiality and is not otherwise protected under law; or (iv) becomes part of the public domain other than as a result of a breach of this section and is not otherwise protected under law. If there is a valid Confidentiality Agreement ("**NDA**") in force between the parties, this section shall supersede and replace the NDA.

5. **Personal Information.** D2L shall not collect, use or disclose **Personal Information** (defined as any data, either alone or in combination with other information, by which a natural person can be identified or located, or that can be used to identify or locate a natural person) except to carry out its obligations under this Agreement. D2L shall limit access to Personal Information to those persons who require access in order to provide the Services hereunder. D2L shall handle Personal Information it receives from Client in accordance with applicable laws. D2L shall notify Client as soon as commercially practical of any inquiries regarding the collection, use or disclosure of Personal Information by D2L.

6. **Intellectual Property.** D2L and/or its vendors retains sole and exclusive ownership of and all intellectual property rights ("**IP**") in the Services, which include: tools, methodologies, questionnaires, responses, and proprietary research, data, requirements, specifications, and code generated in the course of performing the Services. The IP is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. D2L reserves its rights and interests in connection with the IP, except as expressly granted to Client pursuant to this Agreement. D2L does not transfer any title to or interest in its IP. D2L may render services to others and develop work products that are competitive with, or functionally comparable to, the Services. Client may make the Services available to (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Services (provided such third parties are not competitors of D2L),



and (iii) governmental or regulatory bodies as required by law. D2L shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that D2L shall not use or disclose any of Client's Confidential Information.

7. **Client Data and Branding.** Client owns and retains all right, title and interest to, or has appropriate possessory rights in any information, data, results, or other materials uploaded to or through the Service ("**Client Data**"). D2L makes no claim of title or ownership to or in Client Data. Client permits D2L to use Client Data to the extent required to provide and perform the Services under this Agreement. D2L will comply with Client's branding guidelines where Client engages D2L to create a Client-branded offering of Services, and Client grants D2L non-exclusive, worldwide permission to use its logo and branding for the sole purpose of creating, distributing and maintaining for Client a Client-branded version of Services. D2L will not use Client's logo and branding for any other purpose except as set out in this Agreement without the express written consent of Client. If Client provides D2L with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations hereunder.

8. **Restrictions.** Client shall not (and shall not permit its users to) use or access the Services to: (i) decompile, disassemble, modify the source code of, or reverse engineer the IP; (ii) copy, modify, adapt, create derivative works, or translate the IP; (iii) rent, lease, license, lend, transfer, sublicense, assign, sell or otherwise transfer or provide access to the IP to any third party except as expressly authorized hereunder; (iv) use or allow anyone to use the Services to compete with D2L in any way; (v) alter, remove or cover proprietary notices in or on the IP. Any default in Client's obligations under this section may cause irreparable harm to D2L. If Client takes or threatens any action that may infringe on D2L's IP rights, D2L may seek injunctive or other equitable relief in addition to any damages to which D2L may be entitled.

9. **Support.** Support services are set out at <https://www.d2l.com/legal/d2l-support-schedule/> and are coterminous with this Agreement.

10. **Service Levels.** D2L will use reasonable commercial efforts to make the Brightspace Learning Environment available at least 99.9% of the time. Unavailability of the Services ("**Downtime**") may result in service credits under this section. Scheduled outages, maintenance windows, and other outages resulting from events beyond D2L's control are not included when calculating Downtime. Client shall report incidents to D2L Support that it considers Downtime immediately, but in no event later than 24 hours from when Client became aware of, or reasonably should have become aware of, the occurrence; failure to do so shall disentitle Client to any credit for that incident under this Agreement. In reporting, Client shall provide D2L sufficient information to investigate and classify the incident, including: date, duration, and description of occurrence. D2L shall investigate and reasonably classify any reported outage/occurrences Downtime. In making its classification, D2L shall rely solely upon its own statistics software and monitoring equipment.

11. **Downtime Credit.** If after investigation and classification, D2L determines that Downtime during a calendar month was such that availability fell below the level stated in this section, Client may claim a credit on cloud hosting ("**Cloud Services**") fees during the relevant calendar month, calculated on the following basis:

Availability (x = Availability)	Client credit
99.9% <= x	N/A
99.5% <= x < 99.9%	1% of Client's Cloud Services fee for that calendar month
99% <= x < 99.5%	2.5% of Client's Cloud Services fee for that calendar month
98% <= x < 99%	5% of Client's Cloud Services fee for that calendar month
x < 98%	10% of Client's Cloud Services fee for that calendar month

For the purposes of calculating downtime credits for which Client may be eligible under this Agreement, the Cloud Service Fees for each calendar month shall be 1/12 of 20% of all annual Software fees for the then-current contract year. For clarity, Support Fees are not included in the Software fees if Support is priced separately. Any credit so determined may only be applied against subsequent Cloud Services fees invoiced for the next annual period and shall be Client's sole remedy if that Availability falls below the level stated in this section; provided, however, that if this Agreement or the relevant Order is terminated or expires such that the entire credit cannot be applied for Client's benefit, D2L shall promptly refund such amount to Client.

12. **Indemnification.** D2L shall defend Client from any direct costs, expenses, damages, judgments or settlements incurred because of an action or claim by third parties alleging that Client's use of the Services is an infringement of copyright, patent or registered trademark rights of a third party, but only if Client (i) promptly notifies D2L in writing of any claim; (ii) allows D2L to control the defense or settlement of the claim; and (iii) takes no action that, in D2L's reasonable judgment, impairs D2L's defense of the claim. This indemnity shall not apply to the



extent that D2L is prejudiced by Client's delay or failure to notify D2L of a claim, or to the extent that the infringement claim results from (a) Client's unauthorized modification to the Services (b) Client's failure to install an update that would have avoided the claim; (c) the combination of the Services or deliverables with third party products where the third party products are not provided under this Agreement; (d) D2L's compliance with specifications furnished by Client; or (e) use of the Services or deliverables in a manner that is not in accordance with the documentation or applicable law. If a claim arises, D2L may (x) substitute equivalent non-infringing Services; (y) modify the Services so that they no longer infringe but remain functionally equivalent; or (z) if neither (x) nor (y) is reasonably commercially feasible, cancel the Agreement and refund any unused pro-rated amounts to Client. This section states the entire liability and obligation of D2L regarding infringement claims.

If a third party claims that any part of the Client Data infringes a copyright, patent or trademark or other intellectual property right of a third party, or there are claims arising out of Client's or its users' use of the Services in breach of this Agreement, and to the extent permitted by Oklahoma law, Client will defend D2L against that claim at Client's expense and pay all costs, expenses, damages, and attorney's fees, provided that D2L: (i) promptly notifies Client in writing of any claim; (ii) allows Client to control the defense or settlement of the claim; and (iii) takes no action that, in Client's reasonable judgment, impairs Client's defense of the claim.

13. Liability Limitations. Except for (i) a party's indemnification obligations in section 12 or (ii) Disruptions as defined herein, a party's maximum aggregate liability for damages, costs, losses or expenses provided pursuant to this Agreement, in contract, tort or otherwise is limited to twelve (12) months of fees paid under the relevant Order under which the claim arose. The liability limitation is commensurate with the consideration paid under this Agreement. Neither party is liable for indirect, consequential or incidental damages, including loss of revenue, profits or data, even if the other party had advised of the possibility of such damages. Client is responsible for the Client Data and the content of its and its user's transmissions, including Client Data, over D2L's network. Client agrees that it and its users will not cause a "**Disruption**" defined as use of the Service for illegal purposes, to infringe the rights of a third party, or to interfere with or disrupt the Services, including distribution of unsolicited communications or chain letters, unsolicited advertising, defamatory, libelous or offending content, propagation of computer worms and viruses, unauthorized use of the network to enter, or attempt to enter, another system, or to affect or circumvent the integrity, performance or security of the Services through unauthorized tests, scans or probes. If a Disruption occurs, D2L may, in its reasonable discretion, immediately remove the Disruption, disable the mode of communication, suspend Client's and/or its user's access to the Services or terminate this Agreement, and Client is liable to D2L for claims arising from Client Data or any Disruption.

14. Payment Terms and Taxes. Client shall pay fees and rates as specified in an Order. Unless otherwise agreed, payment is due within 45 days from Client's receipt of invoice. The number of users purchased according to the Order shall be the billable minimum number of such users for the term of the Agreement unless otherwise mutually agreed. Overdue amounts not subject to a good faith dispute may incur interest charges at a rate of 1.5% per month or 19.56% APR. All fees and rates stated in the Order do not include taxes of any kind, which taxes shall be added to Client's invoices and paid by Client. Client is responsible for payment of all applicable taxes and duties resulting from this Agreement, including any later tax assessments, except for taxes based on D2L's net income. If applicable, Client shall withhold any amounts owed under the applicable tax laws and regulations in force as of the date of payment and pay all applicable withholding taxes; in connection with the foregoing, Client agrees that it shall increase the amounts payable to D2L so that after making all required deductions for withholding, D2L receives an amount equal to the sum it would have received prior to the calculation of any withholding taxes. D2L may accept payment from any entity without accepting that entity as Client and without waiving any provision against assignment. D2L may accept partial payments for amounts due without waiving its right to payment in full of all outstanding amounts. In pursuit of D2L's mission to provide its clients with continuous and innovative enhancements to D2L services, over time our fees must increase to cover additional product development expenses associated with improving our services. The fees for the first pricing period shall be invoiced as set out on an Order. Unless otherwise stated, all subsequent pricing periods include a 3.00% annual increase ("Annual Increase"). If the inflation rate for United States as published by the World Bank (www.data.worldbank.org) for the most recently reported twelve-month period ("CPI") exceeds the Annual Increase, then the fees for any subsequent annual periods may be increased, instead, by applying the applicable CPI rate. Annual fees for any renewal period may be increased by the greater of 5% or CPI as set out above.

15. Orders. Optional Products and Services set out on an Order and any other D2L offerings not on an Order may be subject to additional terms and conditions. Optional Products may have associated support costs. Certain Services may include functionalities that can make predictions, recommendations, decisions, generate text, images, or other media through the use of artificial intelligence models ("D2L Generative AI Services"). Client acknowledges and agrees to the terms and conditions set out at <https://www.d2l.com/legal/d2l-generative-ai-services-terms/> as they relate to D2L Generative AI Services. Travel and per diem expenses are not included in Consulting or Training fees and per diem and actual travel costs and will be billed to Client upon completion. The number of users purchased according an Order shall be the billable minimum number of such users for the term of such Order, and the Order is binding for the entire term unless otherwise stated.

16. Analyses. To deliver, develop, test and improve the Services required under this Agreement and provide to its clients generally, D2L may collect, store, analyze, and interpret data elements acquired by, associated with, or provided in the use of the Services ("**Analysis**") All individual data elements of the Analysis are property of their respective owners. All usage data related to performance or use of the Services and algorithm, computational, or cumulative results of the Analysis are wholly-owned by D2L. In the event Client wishes to access or generate any computational or cumulative results from Client Data using certain Services with analytic capabilities, additional fees may apply for such additional Services.

17. Term and Termination. This Agreement shall commence on the earlier of the start date of the first applicable Order between Client and D2L or the date this Agreement or an Order is first signed by Client and shall continue until all Orders expire or are terminated as set out in this section ("**Term**") or may be terminated as specified elsewhere in this Agreement. This Agreement may be terminated by either party if the other party materially or repeatedly (which in the aggregate is material) defaults in performing its duties or obligations under this Agreement for a period of 30 days after written notice is given to the defaulting party, unless the default is cured within the 30-day period. On termination,



all rights and obligations of the parties cease except as set out in this section. Client shall return all copies of documentation and other materials to D2L within 30 days of termination. D2L will delete or destroy Client Data residing on D2L networks upon termination. Prior to termination, Client may use certain export tools within the Services to allow Client to export course content materials in a standard packaged format as well as to export grades and other specific data elements in the Services. If Client requires additional support, D2L shall provide such data export services for a fee under an Order. The Confidentiality, Intellectual Property, Restrictions, Indemnification (to the extent the claim arose before the relevant Order was terminated), Liability Limitations, Payment and the General sections shall survive termination of this Agreement, regardless of the reason for the termination.

18. **Renewal.** Unless and until either party notifies the other of its intent to terminate or modify this Agreement at least 60 days before the end of the then-current Term, at the end of the Term, this Agreement along with any annual fees listed on any Order made under this Agreement and in effect at the end of the Term shall be extended for additional consecutive terms equal in duration to the period between the Order start date and Order end date as set out in the initial Order made under this Agreement, but in no event shall be less than one year unless otherwise agreed in writing between the parties (each, a "**renewal term**"). Pricing and the terms and conditions in this Agreement are commensurate with the term length, number of users and Services selected under an Order. D2L may increase the pricing and/or alter the terms of this Agreement in any renewal term if Client requests changes to the term length, number of users and/or Services selected for such renewal term.

19. **General.** All notices shall be in writing and delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested, (c) reputable overnight delivery service, or (d) by email, provided that the sender retains proof of successful transmission. All notices shall be deemed effective upon receipt. Notices shall be sent to the names, addresses and numbers set out in the Order. All notices to D2L shall include a copy to Legal Department, D2L Corporation, 137 Glasgow St Suite 560, Kitchener, ON N2G 4X8, Canada, or, if sent by email, to Legal@D2L.com. If a party cannot perform any of its obligations under this Agreement because of natural disaster, actions of governmental bodies, strikes, lockouts, riots, pandemics or public health emergencies, acts of war, and other similar events or circumstances outside that party's control that could not be mitigated using commercially reasonable means including communication line failures, power failures, hacker attacks, existence or repair of software bug/virus/worm, fires, the party who cannot perform shall promptly notify the other in writing, and shall do everything reasonably possible to resume performance. Upon receipt of notice, and except for accrued payment-related obligations, all obligations under this Agreement are immediately suspended for as long as the circumstances exist. The parties agree to comply with all applicable laws and regulations including but not limited to any applicable privacy or data protection regulations and any applicable export control laws. Client's delays may affect D2L's ability to perform Service under an Order. If D2L is unable to perform the Services due to Client's delays, D2L shall notify Client and, if Client is unable or unwilling to remedy the delays within 30 days from notification, all fees and related charges under the Order become due and payable and D2L may immediately invoice for such fees. This Agreement is governed by the laws of Oklahoma, without regard to its conflict of laws principles. No party may assign, including by operation of law, its rights or obligations hereunder, except to an affiliate of or successor by operation of law to D2L, without the prior written consent of the other party, such consent not to be unreasonably withheld. No amendment, modification, termination or waiver of any provision of this Agreement is effective unless it is in writing and signed by both parties. Any waiver or consent shall be effective only in the specific instance and purpose for which it was given. Terms or conditions that Client purports to include in a purchase order or similar instrument are void and of no force and effect. If a court declares void or unenforceable any term of this Agreement, the remaining terms and provisions of this Agreement shall remain unimpaired and the invalid term shall be replaced by a valid term that comes closest to the intention underlying the invalid term. Neither party is an agent, employee, partner, joint venturer or legal representative of the other, and D2L is an independent contractor to Client. Client agrees that D2L may use Client's name and logo in D2L's marketing communications including through third parties in accordance with Client's guidelines. Client agrees to cooperate with D2L to serve as a reference account upon D2L's request. These Terms and Conditions shall supersede the provisions of an Order, unless the Order refers to the provision of the Terms and Conditions it supersedes. This Agreement contains the entire understanding between the parties with respect to its subject matter. All prior agreements, representations, inducements and negotiations, and any and all existing contracts previously executed between the parties with respect to this subject matter are superseded hereby.