

2. DELIVERABLES AND TIMING

Our consultants will review and present a demographic report that includes both written findings and key illustrative exhibits such as regional economic conditions, enrollment patterns, housing data and comparisons, enrollment projections and key takeaways. We anticipate delivering a draft of the demographic report to be reviewed with the administrative team by the consultant within 6-8 weeks after receiving the requested student data. If needed, the consultant will present the demographic report at a scheduled and agreed upon date after the review has been completed. The presentation may be recorded, virtual or in person.

3. FEE REQUIREMENTS

Fees. The fees for the scope of work under this Agreement are **\$27,500.00**. Such fees include one review of the draft report and one presentation. Additional in-person meetings will be charged separately.

One Time Billing. An invoice will be emailed to the district's contact within 30 days of completion of this signed agreement.

Payment. Please remit payment to Zonda Intelligence, P.O. Box 846075, Los Angeles, CA 90084.

Termination Prior to Research Completion. If for some reason the Client decides to end this engagement before completion, upon written notification, Zonda Intelligence will stop work immediately and bill for work completed to date.

4. TERMS AND CONDITIONS

General. Client is responsible for timely, accurately and completely providing Zonda Intelligence with all material information known to Client or any of its Representatives (including, without limitation, regarding Client's plans and expectations) that reasonably could be expected to affect our services hereunder, the Report or the realization of results projected in the Report. No guarantee is made regarding the Report or any result or outcome projected therein. There will usually be differences between projected and actual results and outcomes, and the differences may be material. Nothing in this Agreement or the Report, express or implied, is intended to or shall confer upon any person, other than the named parties to this Agreement and their successors and permitted assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement or the Report.

Limitations of Liability. In no event shall Zonda Intelligence or any of its parents, subsidiaries, affiliates, directors, officers, employees, contractors, agents, licensors and suppliers (collectively, the "Research Group") be liable, whether a claim be in tort, contract, or otherwise, for any of: (a) any indirect, special, incidental, reliance, consequential (including lost profits or revenue), exemplary, punitive, loss or similar damages arising out of or relating to this Agreement, any services rendered by Zonda Intelligence hereunder or any other subject matter hereof, even if Zonda Intelligence has been apprised of the possibility thereof; and (b) damages, including but not limited to attorneys' fees, exceeding, in the aggregate for all claims arising out of or relating to this Agreement, any services rendered by Zonda Intelligence hereunder

December 2, 2024

CONFIDENTIAL

Choctaw-Nacoma Park Schools
David Reid
12880 NE 10TH ST
Choctaw, OK 73020
Sent via email: dreid@cnpschools.org

Subject: 2024-25 Demographic Study

Dear David Reid,

Metrostudy, Inc. dba Zonda Intelligence, a Delaware limited liability company, is pleased to present this agreement to provide demographic services to **CHOCTAW-NACOMA PARK SCHOOLS**.

1. SCOPE OF WORK

The following is a summary of the services that will be completed to provide you with the demographic report.

Demographic Study.....\$17,500.00

Estimated completion date week of 05/10/2025

- Analyze existing demographics and enrollment history for all attendance levels.
- Provide ten-year enrollment forecast by campus and grade level.
- Geo-code student database to assess current attendance patterns.
- Review single family and multi-family building patterns.
- Housing research including new starts, closings, developed vacant lots and future lots.
- Future and existing multifamily tracking.
- Single family and multifamily yield analysis.
- Deed transaction report and analysis.
- 1 review meeting and 1 board presentation

Attendance Zone Planning.....\$10,000.00

Estimated completion date week of 11/10/2025

- ZE will utilize GIS software to build attendance zones using forecasted enrollment.
- Review race, ethnicity and economic disadvantaged percentages based on scenarios.
- Assist administration with planning sessions to review options.
- Student Impact reports.
- New electronic maps with updated approved attendance zones.
- 1-2 In person meetings

or any other subject matter hereof, the total professional fees paid by Client and received by Zonda Intelligence pursuant to this Agreement. It is further understood and agreed that the Research Group shall not be liable for any claim in the event that Zonda Intelligence is not: (i) notified promptly by Client upon Client becoming aware of the existence of such claim, and (ii) given a reasonable opportunity to cure or mitigate such claim if possible. It is understood and agreed that this Limitations of Liability paragraph shall survive the termination of this Agreement and Zonda Intelligence' engagement hereunder. The foregoing limitations shall apply notwithstanding any failure of essential purpose of any remedy.

Relationship of Parties. Zonda Intelligence shall serve as an independent contractor to Client, and under no circumstances shall Zonda Intelligence be, or be deemed to be, a partner, agent, servant, distributor or employee of Client in relation to performance hereunder.

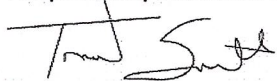
Entire Agreement. etc. This Agreement sets forth the entire agreement and understanding of Zonda Intelligence and Client regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings between the parties with respect to such subject matter. No modification or waiver of any terms of this Agreement shall be valid and binding unless agreed to in writing by Zonda Intelligence and Client. A waiver of any specific term hereof shall not be deemed to constitute a waiver of any other term hereof, nor shall a waiver of any one or more occasions be deemed to imply or constitute a waiver of the same or any other term on any other occasion. Client may not assign or delegate this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Zonda Intelligence.

Counterparts; Signatures. This Agreement and any amendments, waivers or supplements to this Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original. Facsimile copies of signatures, however delivered (including, without limitation, via email), shall be deemed equally binding as originals.

5. ACCEPTANCE

We look forward to working with you. The signed Agreement may be returned via e-mail.

Respectfully submitted,



Trent Smith
Director of Business Development, Zonda Education
817.739.8035
tsmith@zondahome.com

AGREED AND ACCEPTED:

Client accepts this Agreement by the signature below:

Choctaw-Nacoma Park Schools
David Reid
December 2, 2024
Page 4



CHOCTAW-NACOMA PARK SCHOOLS

Signature: _____

Print Name: _____

Print Title: _____

Date: _____