



Tulsa Honor Academy

July 2025 Board Meeting

Published on July 8, 2025 at 2:22 PM CDT

Date and Time

Tuesday July 15, 2025 at 5:00 PM CDT

Location

THA's Sheridan Campus: 1421 S. Sheridan Rd. Tulsa, OK 74112

Public comments submitted in accordance to our public comments policy will be read prior to the relevant agenda item.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
A. Roll Call		Anna Montgomery	1 m
B. Call the Meeting to Order		Anna Montgomery	1 m
II. Consent Agenda			5:02 PM
A. Consent Agenda: Items B-P	Vote	Anna Montgomery	1 m
B. June Board Meeting Minutes	Approve Minutes		

	Purpose	Presenter	Time
	The meeting's board agenda ensures proper meeting conduct by outlining all matters to be considered by the public body.		
C.	Routine staffing		
	Routine personnel actions implement the various talent strategies and priorities authorized by THA's Board of Directors. All salaries are listed as the prorated total based on start date.		
D.	Approval of NHFS Learn Terms & Conditions		
	These terms and conditions are required to access the Sudden Cardiac Arrest Training for coaches and leadership. This training is required by Chase Morris Sudden Cardiac Arrest Prevention Act.		
E.	Approval of Alison: Empower Yourself Terms & Conditions		
	These terms and conditions are required to access Alison: Empower Yourself, a platform for various online trainings. THA will use this platform for required CPR, AED and First Aid training.		
F.	Approval of Tulsa Public Schools Lease for Bell Primary for 2025-2026		
	This contract includes the lease agreement with TPS for use of Bell Primary for THA Middle School.		
G.	Approval of Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a pre-construction agreement with Atlas Land Survey for the Jones Elementary facility project.		
	This contract includes provide a Topographical Survey showing all located improvements including perimeter fences, permanent structures, above ground utilities & any underground utilities.		
H.	Approval of EdFuel Non-Disclosure Agreement		
	EdFuel, in partnership with Charter School Growth Fund, is conducting a Compensation and Benefits Study. THA has opted to participate. As a result of		

	Purpose	Presenter	Time
	participating, THA will receive a detailed, confidential report with salary, incentive, and benefits data for teachers, school leaders, central office staff, and other school-based roles, comparing our data to peers at the city, regional, and national level.		
I.	Approval of All American Contract for Lakewood Campus		
	This contract includes the required purchase and maintenance of Fire Extinguishers for the Lakewood Campus. This service has recently transitioned from TPS as our landlord to THA as the tenant. In Oklahoma, fire extinguishers require annual inspections by a licensed contractor and may necessitate more frequent maintenance depending on the extinguisher type and usage. Stored pressure extinguishers, for example, need a 6-year internal inspection and potential refill or recharge. Additionally, specific types of extinguishers, like dry chemical and Halon 1211, require hydrostatic testing every 12 years.		
J.	Approval of SmartPass Contract for THA High School		
	This contract includes a Digital Hallway Pass service. This version will allow enhanced reporting for parents and custom reports per scholar to identify intervention opportunities.		
K.	Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a pre-construction agreement with GPRS for the Jones Elementary facility project.		
	This contract include sunderground utility detection for the Jones Elementary Facility project.		
L.	Approval of Amended BravenX MOU for 2025-2026		
	This MOU includes a cover sheet with corrected information regarding payment of services, what will be covered by Tulsa Honor Academy, and what will be covered by Charter School Growth Fund. No terms in the MOU itself have changed.		
M.	Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into		

	Purpose	Presenter	Time
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a contract with Starr Specialty Lines Insurance Agency LLC for the Jones Elementary facility project.

This contract includes property insurance for the Jones Elementary Facility project.

N. Approval of American Waste Contract for Lakewood Campus

This contract includes waste management services for THA's Lakewood Campus.

O. Approval of American Air Conditioning of Tulsa Contract for Sheridan Campus

This contract includes bi-annual preventative HVAC maintenance.

III. Information Agenda 5:03 PM

A.	July CEO Report	Discuss	Elsie Urueta Pollock	15 m
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B.	Review of Academic Data: MAP and ACT Results	Discuss	Kate Freudenheim	10 m
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C.	THA Board Committee Reports	Discuss		20 m
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- Executive Committee
- Governance Committee
- Academic Achievement Committee
- Finance Committee

D.	Activity Fund Report	Discuss	Elsie Urueta Pollock	2 m
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IV. Action Agenda 5:50 PM

A.	Approval of Wired Scholar Chromebook Quote for 2025-2026	Vote	Alison Moore	5 m
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This quote includes the purchase of additional scholar chromebooks needed to meet the demand based on previous inventory use expiration.

B.	Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into	Vote	Alison Moore	5 m
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	Purpose	Presenter	Time
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a contract with GH2 for the Jones Elementary facility project.

This contract includes architecture and engineering services for the Jones Elementary Facility project.

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|-----------|---|------|----------------------|-----|
| C. | Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC assignment and assumption of the purchasing contract for the Jones Elementary facility project. | Vote | Elsie Urueta Pollock | 5 m |
|-----------|---|------|----------------------|-----|

This contract includes THA Facilities LLC assignment and assumption of the purchasing contract for the Jones Elementary Facility project.

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|-----------|---|------|--------------|-----|
| D. | New & Modified General Fund, Gift Fund, and Insurance Fund Encumbrances | Vote | Alison Moore | 5 m |
|-----------|---|------|--------------|-----|

New encumbrances and encumbrance changes reflect obligations of district funds issued in accordance with §70-5-135.

V. New Business

VI. Closing Items 6:10 PM

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| A. | Adjourn Meeting | Vote | Anna Montgomery | 1 m |
|-----------|-----------------|------|-----------------|-----|

Coversheet

June Board Meeting Minutes

Section:	II. Consent Agenda
Item:	B. June Board Meeting Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for June 2025 Board Meeting on June 17, 2025

DRAFT



Tulsa Honor Academy

Minutes

June 2025 Board Meeting

Date and Time

Tuesday June 17, 2025 at 5:00 PM

Location

THA's Sheridan Campus: 1421 S. Sheridan Rd. Tulsa, OK 74112

Public comments submitted in accordance to our public comments policy will be read prior to the relevant agenda item.

Directors Present

Ana Ponce, Cynthia Jasso Burke, Eric Danklefsen, Ivan Godinez-Reyes, Lorena Rivas, Mikeal Vaughn, Omare Jimmerson, Samantha Aponte-Atkins

Directors Absent

Anna Montgomery, Jimmy Rodriguez, John Gawey

Guests Present

Madison Dominguez

I. Opening Items

A. Roll Call

B. Call the Meeting to Order

Eric Danklefsen called a meeting of the board of directors of Tulsa Honor Academy to order on Tuesday Jun 17, 2025 at 5:10 PM.

II. Consent Agenda

A. Consent Agenda: Items B-X

Omare Jimmerson made a motion to approve the consent agenda with the removal of item G and item X.

Cynthia Jasso Burke seconded the motion.

The board **VOTED** to approve the motion.

B. May Board Meeting Minutes

Samantha Aponte-Atkins made a motion to approve the minutes from May 2025 Board Meeting on 05-06-25.

Cynthia Jasso Burke seconded the motion.

The board **VOTED** to approve the motion.

C. Routine Staffing

D. April Financial Report

E. May 2025 Financial Report

F. THA Facilities, LLC & Robert and Sherwood Waiver of Conflict of Interest

G. HMH - English 3D Contract for 2025-2026

H. Able Tech User Agreement for 2025-2026

I. Pearson (for NNAT3) Contract for 2025-2026

J. Propio Contract for 2025-2026

K. MPS E-Text Access Terms & Conditions for 2025-2026

L. Teach For America Professional Services Agreement for 2025-2026

M. BlueMark Energy Contract for 2025-2026

N. NWEA MAP Renewal for 2025-2026

O. BHS Renewal for 2025-2026

P.

Board Assurances Letter 2024-2025

- Q. Summit Alarm Monitoring Contract for 2025-2026**
- R. WillSub+ Contract for 2025-2026**
- S. Updated Board Cellphone Policy**
- T. BravenX Memorandum of Understanding for 2025-2026**
- U. Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to ammend the consultation contract with Level Field Partners for the Jones Elementary facility project.**
- V. Approval of Soliant Health, LLC Contract for Hiring Placement Fee**
- W. Approval of Global Educational Concepts Memorandum of Understanding**
- X. Latino Educators Advancing Leadership El Camino Professional Development**

III. Information Agenda

A. 2023-2024 Tulsa Honor Academy Charter Performance Framework Annual Report

Tulsa Public Schools representatives Mindy Sutterfield, Charter Portfolio Manager, and Kelly Craddock, Director of Enrollment Planning & Analysis provided THA's Board a report on THA's 2023-2024 performance on the TPS Charter Performance Framework.

B. June CEO Report

THA's CEO, Elsie Urueta Pollock, provided the CEO report.

C. THA Board Committee Reports

THA's Board of Directors and Executive Team provided the THA Board Committee Reports.

D. Activity Fund Report

THA's CEO, Elsie Urueta Pollock, provided the activity fund report.

E. Facility Update

THA's CEO, Elsie Urueta Pollock, provided an update about the purchasing of the a facility.

IV. Action Agenda

A. Approval of FY26 Budget

Cynthia Jasso Burke made a motion to approval of the FY26 budget.
Omare Jimmerson seconded the motion.
The board **VOTED** to approve the motion.

B. Approval of Transfers from the Gift Fund to the General Fund

Lorena Rivas made a motion to Approval of Transfers from the Gift Fund to the General Fund.
Cynthia Jasso Burke seconded the motion.
The board **VOTED** to approve the motion.

C. Approval of Closure of Insurance Fund (Fund 86) and Transfer of Remaining Balance to Building Fund (Fund 21)

Omare Jimmerson made a motion to Approval of Closure of Insurance Fund (Fund 86) and Transfer of Remaining Balance to Building Fund (Fund 21).
Mikeal Vaughn seconded the motion.
The board **VOTED** to approve the motion.

D. Approval of Speakable Technologies, INC Contract for 2025-2026

Lorena Rivas made a motion to Approval of Speakable Technologies, INC Contract for 2025-2026.
Omare Jimmerson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Ivan Godinez-Reyes	Aye
Anna Montgomery	Absent
Lorena Rivas	Aye
Samantha Aponte-Atkins	No
John Gawey	Absent
Cynthia Jasso Burke	Aye
Jimmy Rodriguez	Absent
Omare Jimmerson	Aye
Eric Danklefsen	Aye
Ana Ponce	Aye
Mikeal Vaughn	Aye

E. Approval of Speech and Beyond Contract for 2025-2026

Lorena Rivas made a motion to Approval of Speech and Beyond Contract for 2025-2026.
Cynthia Jasso Burke seconded the motion.
The board **VOTED** to approve the motion.

F.

Approval of Employee Contract for Chief Executive Officer

Cynthia Jasso Burke made a motion to Approval of Employee Contract for Chief Executive Officer.

Mikeal Vaughn seconded the motion.

The board **VOTED** to approve the motion.

G. Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a pre-construction consultation contract with Miller Tippens Construction LLC for the Jones Elementary facility project.

Cynthia Jasso Burke made a motion to Approve the Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a pre-construction consultation contract with Miller Tippens Construction LLC for the Jones Elementary facility project.

Omare Jimmerson seconded the motion.

The board **VOTED** to approve the motion.

H. Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a project management services and consultation contract with Link Group Consulting LLC for the Jones Elementary facility project.

Omare Jimmerson made a motion to approve Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a project management services and consultation contract with Link Group Consulting LLC for the Jones Elementary facility project.

Lorena Rivas seconded the motion.

The board **VOTED** to approve the motion.

I. Approval of Wired Technologies Quote for Staff Device Refresh

Cynthia Jasso Burke made a motion to approve of Wired Technologies Quote for Staff Device Refresh.

Mikeal Vaughn seconded the motion.

The board **VOTED** to approve the motion.

J. Approval of Enriched Schools, LLC Contract for 2025-2026

Cynthia Jasso Burke made a motion to approval of Enriched Schools, LLC Contract for 2025-2026.

Lorena Rivas seconded the motion.

The board **VOTED** to approve the motion.

K.

New & Modified General Fund, Gift Fund, and Insurance Fund Encumbrances

Cynthia Jasso Burke made a motion to approve the New & Modified General Fund, Gift Fund, and Insurance Fund Encumbrances.

Samantha Aponte-Atkins seconded the motion.

The board **VOTED** to approve the motion.

V. New Business

A. HMH - English 3D Contract for 2025-2026

Omare Jimmerson made a motion to approve the HMH - English 3D Contract for 2025-2026 with additional review of the curriculum selected and not to exceed \$15,000.

Ana Ponce seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Ivan Godinez-Reyes	Aye
Eric Danklefsen	Aye
Jimmy Rodriguez	Absent
Lorena Rivas	Aye
John Gawey	Absent
Mikeal Vaughn	Aye
Samantha Aponte-Atkins	Abstain
Omare Jimmerson	Aye
Ana Ponce	Aye
Anna Montgomery	Absent
Cynthia Jasso Burke	Aye

B. Latino Educators Advancing Leadership El Camino Professional Development

Samantha Aponte-Atkins made a motion to approve the Latino Educators Advancing Leadership El Camino Professional Development with the \$7,000 fee for each participant.

Omare Jimmerson seconded the motion.

The board **VOTED** to approve the motion.

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:36 PM.

Respectfully Submitted,
Eric Danklefsen

Coversheet

Routine staffing

Section:	II. Consent Agenda
Item:	C. Routine staffing
Purpose:	
Submitted by:	
Related Material:	Payroll PO List - July 2025.pdf

2024-2025 New Hires

Last Name	First Name	Hire Date	Primary Location	Position	Compensation
Bruce	Bailee	7/1/2025	THA Flores Middle School	Teacher	\$45,500.00
Rae	Jennifer	7/1/2025	THA High School	Teacher Apprentice I	\$33,000.00
Haines	Caiden	7/14/2025	THA Flores Middle School	Teacher Apprentice I	\$33,000.00
Mondy	Kristy	7/11/2025	THA Flores Middle School	Discipline Specialist	\$37,750.00
Harp	David	7/1/2025	THA Middle School	Teacher	\$44,000.00
Perkins	Chisa	7/11/2025	THA Middle School	Discipline Specialist	\$44,500.00
Simpson	Julie	7/11/2025	THA Flores Middle School	Teacher Apprentice II	\$37,000.00
Johnson	Anthony	7/11/2025	THA Middle School	Coverage Associate	\$14/Hour
Marshall	Tyler	7/14/2025	THA High School	Teacher Apprentice II	\$37,000.00
Rodriguez	Jazmin	07/28/2025	THA Network Office	Family Engagement Manager	\$64,250.00

Resignations/Terminations

Last Name	First Name	Hire Date	Primary Location	Position	Final Date

2024-2025 Stipends

Last Name	First Name	Stipend Amount	Location	Stipend Position	Timing
Curley	Madison	\$14,668.58	THA Network	Acting CEO	Spread
Modaff	Emily	\$1,000.00	THA Flores Middle School	Teacher Career Pathway - Continued Stipend	Spread
Modaff	Emily	\$3,000.00	THA Flores Middle School	Excellent Teacher Program: Distinguished 2025-2026 School Year	Spread
Modaff	Emily	\$2,500.00	THA Flores Middle School	Culture Lead	Spread
Regan	Hannah	\$1,000.00	THA Flores Middle School	Teacher Career Pathway - Continued Stipend	Spread
Regan	Hannah	\$3,000.00	THA Flores Middle School	Excellent Teacher Program: Distinguished 2025-2026 School Year	Spread
Regan	Hannah	\$2,500.00	THA Flores Middle School	Culture Lead	Spread
Birt	Andrew	\$3,000.00	THA Flores Middle School	Excellent Teacher Program: Distinguished 2025-2026 School Year	Spread
Birt	Andrew	\$2,500.00	THA Flores Middle School	Culture Lead	Spread
Moore	Laci	\$1,500.00	THA Flores Middle School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Russell	Bynum	\$1,500.00	THA Flores Middle School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Eppard	Danika	\$1,500.00	THA Flores Middle School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Kuch	Joshua	\$1,500.00	THA High School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Kuch	Joshua	\$2,500.00	THA High School	Culture Lead	Spread
Freeman	Kayla	\$1,500.00	THA High School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Freeman	Kayla	\$2,500.00	THA High School	Culture Lead	Spread
Mandalapu	Sailaja	\$1,500.00	THA High School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Mandalapu	Sailaja	\$2,500.00	THA High School	Culture Lead	Spread
Goff	Sam	\$1,500.00	THA Middle School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Goff	Sam	\$2,500.00	THA Middle School	Culture Lead	Spread
Jackson	Shaun	\$1,500.00	THA Middle School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Jackson	Shaun	\$2,500.00	THA Middle School	Culture Lead	Spread
Faust	Anne	\$1,500.00	THA Middle School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Faust	Anne	\$2,500.00	THA Middle School	Culture Lead	Spread
Taylor	Tyron	\$1,500.00	THA Middle School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Taylor	Tyron	\$2,500.00	THA Middle School	Culture Lead	Spread
Maswadeh	Levina	\$1,500.00	THA Middle School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Ray	Amanda	\$1,500.00	THA Middle School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread
Landon	Shyla	\$1,500.00	THA Middle School	Excellent Teacher Program: Advanced 2025-2026 School Year	Spread

Salary Changes

Last Name	First Name	Effective Date	Primary Location	Position/Reason	Corrected Salary
Knopp	Cameron	07/01/2025	THA Middle School	Teacher - Certification	\$47,750.00
Love	Ashley	07/01/2025	THA Flores Middle School	Teacher - Certification	\$49,712.50
Regan	Hannah	07/01/2025	THA Flores Middle School	Teacher - Certification	\$49,341.45
Perez	Leslie	07/01/2025	THA Network Office	Moved to Part-Time, Remote Role	\$21.78/Hour

Coversheet

Approval of NHFS Learn Terms & Conditions

Section: II. Consent Agenda
Item: D. Approval of NHFS Learn Terms & Conditions
Purpose:
Submitted by:
Related Material: NFHS Learn - 7_1_2025 to 6_1_2026.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	NFHS Learn
Description of Service:	Sudden Cardiac Arrest Training for coaches and leadership. Required by Chase Morris Sudden Cardiac Arrest Prevention Act.
Jurisdiction or Governing Law:	State of OK
Term of contract:	7/1/2025 to 6/1/2026
Funding Source:	The course needed is free through NFHS Learn.
Total Cost:	\$0
THA Signer:	Chief Executive Officer
Contract Type:	Renewal If Renewal, price change notes: We will only be using Sudden Cardiac Arrest training through NFHS Learn this year. Last year we participated in CPR/AED and First Aid and there was a cost associated. This school year we have other approved vendors for First Aid and CPR/AED. No cost for Sudden Cardiac Arrest.
Termination Clause:	The contract requires 0 days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	None
Notes for Clarity:	There is a Privacy Policy that staff would have to sign off on when they make their account. Terms are included.

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

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Effective June 15, 2022

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Demographic information	Age, gender, race and ethnicity, veteran status, and other protected classifications (self-reported or publicly disclosed)
Payment information	Payment card number (credit or debit card), bank account number, billing address, or other financial account numbers and account details

Membership, certification or other enrollment information	Online registration information (includes but is not limited to contact information, business contact information), record of attendance information, and assessments
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Additional information	Job history, affiliations, or similar related information
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contact information is used to get in touch with the customer when necessary. Users may opt-out of receiving future mailings; see the choice/opt-out section below. Financial information that is collected is used to bill the user for products and services. Our online surveys ask visitors for contact information (like their email address) and financial information (like their account or credit card numbers). We use contact data from our surveys to send the user information about NFHS. Users may opt-out of receiving future mailings; see the choice/opt-out section below. Financial information that is collected from our users is used to bill the user for products and services.

Additional Information about Collection Methods. A few of the methods and/or avenues that may be used to collect non-personal information include, without limitation, the following (and subsequent technology and methods hereafter developed):

Cookies. Like most web sites, the Site uses cookies and web log files to track site usage. A cookie is a tiny data file that resides on your computer that allows NFHS to recognize you as a User when you return to the Site using the same computer and web browser. Like the information you enter during account registration, cookie and log file data is used to customize your experience on the Site. Cookies typically work by assigning a number to the user that has no meaning outside of the assigning website. Cookies themselves do not typically contain any personally identifiable information. One type of cookie, known as a “persistent” cookie, is set once you have logged in to your Site account. The next time you visit our Site, the persistent cookie will allow us to recognize you as an existing User so you will not need to log in before using the Site. In order to access or change any of your private information, you must log in with your password even if your computer contains your persistent cookie. Additionally, if you log out of the Site you will need to re-enter your password the next time you visit in order to log in to your account. Another type of cookie, called a “session” cookie, is used to identify a particular visit to the Site. Session cookies expire after a short time or when you close your web browser. If you do not want information to be collected through the use of cookies, your browser allows you to deny or accept the use of cookies. You can choose to disable cookies or allow your browser to notify you when a cookie is being sent, however this may prevent you from utilizing certain features of the Site. Cookie technology helps us deliver content tailored to a visitor’s interests, and allows us to make ordering products, viewing NFHS programming, and offering other functions at our sites easier for our visitors. Sites that offer online

shopping use cookies to remember and process the items in your shopping cart, for example. Where appropriate under our disclosed practices and policies, we may associate personal information with a cookie file in such instances. We may allow third parties to use cookies and to advertise on our websites. In general, we may not control the cookies used by third parties. There are free programs you can download which would allow you to set your preferences and block the vast majority of third-party cookies across the Internet.

Different types of cookies used by us:

- Strictly Necessary cookies let you move around the website and use essential features. These cookies don't gather any information about you that could be used for marketing or remembering where you've been on the Internet.
- Performance cookies collect information about how you use our website, e.g., which pages you visit, and if you experience any errors. These cookies don't collect any information that could identify you – all the information collected is anonymous and is only used to help us improve how our website works, understand what interests our users, and measure how effective our advertising is.
- Functionality cookies are used to provide services or to remember settings to improve your visit.
- Targeting cookies are linked to services provided by third parties, such as 'Like' buttons and 'Share' buttons. The third party provides these services in return for recognizing that you have visited our website.

IP Addresses. Due to the communications standards on the Internet, NFHS automatically receives the uniform resource locator (URL) of the web site from which you came and the web site to which you proceed once you leave the Site. NFHS also receives the IP address of your computer (or the proxy server you use to access the World Wide Web), your computer operating system and type of web browser you are using, as well as the name of your Internet service provider (ISP). This information is used to analyze overall trends to help us improve the Site. The linkage between your IP address and your personally identifiable information is shared with third parties in accordance with this Privacy Policy.

Web Beacons and Ad Networks. Some of our Web pages and e-mail updates may contain electronic images called Web beacons, sometimes known as one pixel GIFs, clear GIFs or pixel tags. On sites, these allow us to count visitors who have viewed our pages. In promotional e-mail

messages/newsletters, they allow us to count how many subscribers have read them. Web beacons allow us to develop statistical information about the activities and features that most interest our consumers for the purpose of providing more personalized content. They are not used to access your personal information without your consent. NFHS may allow other companies, called ad networks, to serve advertisements to Users via the Site. Ad networks include third party ad servers, ad agencies, ad technology vendors and research firms. NFHS may “target” some ads to Users that fit a certain general profile. To deliver these ads properly, the Site may include a file, called a web beacon, from these ad networks within pages served by the Site or implement other monitoring technologies so the networks may provide anonymous, aggregated auditing, research and reporting for advertisers as well as to target ads to you while you visit other web sites. These general targets may also be used by ad networks to display targeted ads on other web sites as a substitute for random, irrelevant ads. In addition, the Site may use the technology of ad networks to serve ads only when you visit this Site. Ad networks may use non-personal information, such as your state or zip code, in order to provide advertisements about goods and services that may be of particular interest to you while you visit this Site. Because your web browser must request these advertisements and web beacons from the ad network’s servers, these companies can view, edit or set their own cookies, just as if you had requested a web page from their site.

If you don't want cookies, you can set your computer to warn you each time a cookie is being sent or turn off all cookies through your browser (e.g., Internet Explorer or Firefox). Check your browser HELP menu to learn the correct way to change or update your cookies. Alternatively, you may wish to visit <https://www.allaboutcookies.org/cookies/> which contains comprehensive information on how to do this on a wide variety of browsers. You will also find details on how to delete cookies from your computer as well as more general information about cookies. For information on how to do this on the browser of your mobile phone you will need to refer to your handset manual. Please be aware that restricting cookies may impact the functionality of NFHS websites.

We do not support “Do Not Track” browser settings and do not currently participate in any Do Not Track frameworks that would allow us to respond to signals or other mechanisms from you regarding the collection of your personal information.

How We Use and Share Your Information

NFHS may use personally identifiable information collected through the Site for the specific purposes for which the information was collected, to contact Users regarding products and services offered by NFHS and other related companies and its trusted affiliates, independent contractors and business partners, and otherwise to enhance Users' experience with NFHS and such affiliates, independent contractors and business partners. NFHS may also use information collected through the Site for research regarding the effectiveness of the Site and the business planning, marketing, advertising and sales efforts of NFHS and other related companies, its trusted affiliates, independent contractors and business partners.

We may share your personal information with third parties under the following circumstances or as otherwise described in this Privacy Policy:

Business Partners/Affiliates. We may share your personal information, business information, and additional information with NFHS member institutions, other related companies, trusted affiliates, independent contractors and business partners.

Service Providers. We may share your personal information with third party companies and individuals that provide services on our behalf to help us operate the Services (such as customer support, email delivery, hosting, marketing, and database management services).

Events/Courses. We may provide your personal information, business information, affiliations, and city locations on a list of attendees' programs, course lists, or course certification lists. You may choose to share additional details via virtual or in person. In addition, NFHS events, courses, and programming may be recorded and published in their entirety via NFHS' member-only or publicly accessible video library and may use a highlight reel of the event for promotional use via NFHS emails, websites, virtual/in-person NFHS programs, NFHS publications, and in other promotional materials.

Compliance and Legal Process. We may disclose contact information and/or information about you as we believe necessary or appropriate to comply with NFHS rules, NFHS member institution rules

and requirements, applicable laws, lawful requests such as a subpoena or other legal process, or as we believe appropriate to (a) investigate or prevent illegal activities or at the request of law enforcement or governmental agencies or in response to subpoenas, court orders or other legal process, or to establish, protect or exercise NFHS' legal or other rights or to defend against a legal claim or as otherwise required by law; (b) protect our, your, or others' rights, privacy, safety, or property; (c) in order to protect the rights, property or safety of a User or any other person; or (d) enforce the terms and conditions that govern the Services. NFHS may also disclose aggregate, anonymous data based on information collected from Users to third parties and potential partners. Finally, NFHS may disclose or transfer personally identifiable information collected from Users in connection with or in contemplation of a sale of its assets or business or a merger, consolidation or other reorganization of its business.

How We Protect Your Personal Information

The security of your personal information is of the utmost importance to us. While we cannot guarantee absolute security, we will always use our best efforts to safeguard your personal information. We implement a number of administrative, technical, and physical measures to protect your personal data, taking into account the nature of the personal data and the processing and security risks.

Information about Users that is maintained on NFHS' systems is protected using industry standard security measures. However, no security measures are perfect or impenetrable, and NFHS cannot guarantee that the information submitted to, maintained on or transmitted from its systems will be completely secure. NFHS is not responsible for the circumvention of any privacy settings or security measures relating to the Site by any Users or third parties.

If You Are Located in the EU Or UK, You May Have Certain Rights

We have summarized certain rights that you may have under data protection laws and regulations if you are located in the EU or UK. Some of the rights are complex, and not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the

regulatory authorities for a full explanation of these rights. Your principal rights under data protection law are:

- The right to access;
- The right to rectification;
- The right to erasure;
- The right to restrict processing;
- The right to object to processing;
- The right to data portability;
- The right to object and automated individual decision-making, including profiling;
- The right to complain to a supervisory authority; and
- The right to withdraw consent.

To exercise these rights, you may contact us using the contact information at the end of this Privacy Policy.

YOUR CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83 permits users who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us using the contact information provided below and put “California Consumer Data Request” in the subject line of your request.

California law affords residents of California certain additional rights:

- (a) The right to know, through a general privacy policy and with more specifics available upon request, what personal information a business has collected about them in the preceding 12 months, what it is being used for, whether it is being disclosed or sold, and to whom it is being disclosed or sold;
- (b) The right to “opt out” of processing or allowing a business to sell their personal information to third parties (or, for consumers who are under 16 years old, the right not to have their personal information sold absent their, or their parent’s, opt-in);

(c) The right to have a business delete their personal information, with certain exceptions as provided by law; and

(d) The right to non-discrimination to receive equal service and pricing from a business, even after exercising your rights.

California consumers can make a request related to the above noted rights by contacting the NFHS at <https://www.nfhs.org/who-we-are/contactus>. Note that there are restrictions regarding the number of times you can exercise these rights. You may designate an authorized agent to make a request on your behalf. Such authorized agent must be registered with the California Secretary of State. We may deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf.

How Long Do We Retain Your Data

We will retain your personal information for the period necessary to fulfill the purposes for which your personal information has been collected as outlined in this Privacy Policy unless a longer retention period is required by law.

Children's Information

In compliance with the Children's Online Privacy Protection Act, we will not knowingly collect or solicit personal information from anyone under the age of 13. If you are under 13, please do not attempt to register for any of the Services we offer, use any of our Site's interactive or public comment features, or provide any information about yourself to us. If we learn we have collected or received information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at <https://www.nfhs.org/who-we-are/contactus>. Those under the age of 18 are not eligible for NFHS Services without express authorization.

Choice/Opt-Out. Please use one of the following methods to request that we remove your personal information from our database, to stop receiving communications from NFHS, to no longer receive our Service, or to request that we not share your personal information with third parties:

1. <https://www.nfhs.org/who-we-are/contactus>
2. Call the following telephone number: 317-972-6900
3. Emails contain links to unsubscribe from marketing and news information, if desired

Correcting, Updating, Accessing or Removing personal information

If you have any questions about this Privacy Policy, the practices of this Site, or your dealings with this Site, you can:

1. <https://www.nfhs.org/who-we-are/contactus>
2. Call the following telephone number: 317-972-6900

If a User's personally identifiable information changes, or if a User no longer desires to receive non-account specific information from NFHS, NFHS will endeavor to provide a way to correct, update and/or remove that User's previously-provided personal data. This can be done by emailing a request to NFHS via the NFHS Contact Us page. Additionally, you may request access to the personally identifiable information as collected by NFHS by sending a request to NFHS as set forth above. Please note that in certain circumstances, NFHS may not be able to completely remove a User's information from its systems. For example, NFHS may retain a User's personal information for legitimate business purposes, if it may be necessary to prevent fraud or future abuse, for account recovery purposes, if required by law or as retained in NFHS data backup systems or cached or archived pages. All retained personally identifiable information will continue to be subject to the terms of the Privacy Policy to which the User has previously agreed.

Coversheet

Approval of Alison: Empower Yourself Terms & Conditions

Section:	II. Consent Agenda
Item:	E. Approval of Alison: Empower Yourself Terms & Conditions
Purpose:	
Submitted by:	
Related Material:	Alison_ Empower Yourself - 8_1_2025 to 6_1_2026.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Alison: Empower Yourself
Description of Service:	Alison: Empower Yourself is a platform for various online trainings. THA will use this platform for required CPR, AED and First Aid training.
Jurisdiction or Governing Law:	State of OK
Term of contract:	8/1/2025 to 6/1/2026
Funding Source:	Activity Fund
Total Cost:	\$0
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes:
Termination Clause:	The contract requires 0 days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	None
Notes for Clarity:	This platform has a Terms and Agreement section when creating an account. Staff will have to create an account in order to complete the training.

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

Alison Privacy Policy

Privacy Policy

This Privacy Policy was last updated in May 2025.

The policy relates to the Alison platform and all user data collected and managed through the platform to deliver Alison Services. If you use Alison Services (a “User”) this policy applies to you and you are bound by it. If you disagree you must stop using Alison Services and close your account.

1. [Our commitment](#)
2. [Collection, processing and storage of data](#)
3. [Personally Identifying Information \(PII\)](#)
4. [Course information](#)
5. [Third party information processors and service providers](#)
6. [Technical data collection](#)
7. [User consent and self-service control](#)
8. [Retention of data](#)
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14. [Policy review and modification](#)

1. Our Commitment

Alison Privacy Policy

Capernaum Limited trades as “Alison”, and is located in Galway, Ireland. Alison respects User’s rights regarding their privacy and information, taking great care with any personally identifying information. As an Irish domiciled entity, the Alison platform is subject to the laws of Ireland and regulations of the E.U. The General Data Protection Regulation (effective from May 2018) and Data Protection Acts 1988-2018 in Ireland apply to the safeguarding and processing of personal data that could be used to identify any citizens of the E.U.. Alison is committed to complying with its legal obligations in this regard, not just to data subjects (Users) in the E.U. but to extend the same courtesy to all Alison Users worldwide.

This policy is based on obligations created through General Data Protection Regulation in the E.U. and other equivalent legislation worldwide such as the California Consumer Privacy Act in the US.

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2. Collection, processing and storage of data

The Alison platform may collect and process personal data relating to past and present users and learners in the course of business. Alison collects data directly from the User input but also in automated ways such as through system logs, cookies, web beacons and integration with third party service providers. Processing of data includes: collecting; recording; storing; altering; disclosing; destroying; and blocking. This policy governs Alison’s approach to data and does not apply to any third party organisations which may have integrated their systems to the Alison platform.

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Alison Privacy Policy

3. Personally Identifying Information (PII)

Personally Identifying Information (PII) may be required to uniquely identify a User upon Registration (e.g. a personal email address) and other information may be required to complete purchases and receive certification if requested. You may also be invited to create a personal profile and resumé (including date of birth, existing education, work experience and career ambitions) and to generate or supply other personal information (such as completing personality, psychometric and workplace assessments) to build out your profile to determine your suitability for different careers, job opportunities and to establish your own tailored learning pathway. You will have the option to share or unshared some or all of this information in your own public profile.

Personal data is stored within your User account on the platform and access is completely restricted via encrypted networks and access permissions in order to ensure the highest levels of confidentiality and protection. No personal data is available to download or remove from the platform by employees or third parties, and Alison ensures that only authorised personnel have online access to a User's account data.

Users may decide to post comments on the Alison Blog or interact with other Users in a way which is public or widely available to Alison Users through postings, sharing, course reviews, direct communications, giving testimonials, uploading photos or commenting on different parts of the Alison platform ("Shared Content" or "Public Posting"). Alison will collect and store Public Postings and Shared Content which will become publicly available or viewable by others. When you share content or make a public posting you are consenting to granting Alison a non-exclusive right and license to reproduce, distribute, publicly perform, offer, market and otherwise use and exploit the Public Postings and Shared Content. However Alison is not responsible for how other Users may use such publicly available information or otherwise accessible to others who have access to the Services. Users are expected to use their discretion when making such posts. In the event that a User is selected as "Learner of the Day" or "Learner of the Month", the User agrees to allow Alison to publish their Registration Information (except for your email address), Profile Information, and Course Information as well as your response to the accolade for marketing purposes and/or via Alison Services.

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4. Course information

After registration, a User can enroll in a course offered by Alison or its affiliated Publishers. Aggregated data on age, gender (where available) and country of origin is shared with affiliated Publishers relating to the Users enrolled on the courses they teach, and is subject to a legal agreement between Alison and each individual Publisher. There is no way for a Publisher to access or derive User level information from this aggregated information.

Alison processes certain data relevant to the publication and playback of course content by publishers and learners. Certain data is collected to ensure Users, publishers and learner progress are uniquely identified and accurate records are maintained in order to deliver the Alison learning service and to comply with relevant legal obligations. This will include regular emails to keep Users informed of their progress and make various suggestions and recommendations. Patterns of usage behaviour and course content evaluation is also collected and stored as metadata to help Alison and Publishers improve the services and offer the most appropriate content and courses to registered Users.

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5. Third party information processors and service providers

All User personal data is stored securely on third party cloud-based electronic storage and safeguarded. User purchases of physical goods require a home delivery address to process orders. Alison uses payment processing and fulfilment partners who will receive sensitive

Alison Privacy Policy

PII to enable payment collection and when necessary, physical fulfilment. Highly sensitive data, such as credit card information and passwords are never received by Alison (e.g. when you allow third party authentication via your social media sign-on, or by choosing third party payment providers such as Paypal or Stripe, that isolate Alison from your payment details). Recurring payment details are stored by a third party payment provider that you choose and not by Alison. Although Alison allows Users to register with their social media single sign-on (such as Facebook, Google, Linked-in etc.) the information available on these third party platforms is governed by their terms and information sharing practices. Alison only takes necessary information from these social platforms (i.e. your name, email address, and country for legitimate purposes) and does NOT take any other personal or social information on your friends and contacts from these platforms.

Alison tests and operates a number of analytical tags, scripts and tracking pixels (also known as web beacons) from third party providers such as Google, Facebook, Bing, and Hotjar) to enable browser and mobile analytics that measure page views and sessions. This helps Alison understand User behaviours as the visit, navigate and leave the Alison platform.

Alison provides free learning supported through advertising services managed by third parties. Alison both buys online ads and sells online ads through third party providers (e.g. Google AdWords, Bing, Facebook Ads and Google AdSense). Cookies and tracking pixels are used by advertising service providers as independent third party data controllers to enable personalised advertising to the User based on intent, search history and demographics built up by advertising service providers over time. Alison has no access to these third party cookies or tracking technology nor any control over how third party advertising service providers use the data they collect.

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6. Technical data collection

Alison Privacy Policy

As an internet based service, web server log files are also collected and monitored for usage and behaviour patterns over time. User device information and IP addresses are also collected to understand platform traffic flows how each User interacts with Alison Services and to ensure the right balance of technical support, customer service resources and device expertise is available to Users.

Alison also stores and uses cookie information (a piece of text saved on each User's device) to help track unique user sessions, to personalise Alison Services for the User. Alison stores Preference, Security, Functional and Session cookies to tailor the usage experience, securely automate User login and enable purchase transactions. Alison uses web beacons to help monitor email communications with our registered Users to understand which messages are successfully delivered and read.

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7. User consent and self-service control

By using Alison Services and directly inputting your information on the platform, you the User are consenting to the collection and use of your data by Alison. You have full access to your information through your user account, and are responsible for ensuring that you keep your personal details up-to-date through the platform. You have the power to modify your personal data and the power to deactivate your account and request the removal of your personally identifiable information when you delete your account. You may modify your email client, browser settings or use browser add-ons to control how cookies, beacons and other third party services work. Privacy settings are also provided on your mobile device operating system to give you more control over your data. Reducing the level of data shared and advertising options may reduce the quality of, or disable, some or all Alison services.

To understand and control how the digital advertising industry uses your data please visit the Network Advertising Initiative's Consumer Opt-Out link or the Digital Advertising Alliance's Consumer Opt-Out link. These help you to opt-out of receiving tailored advertising from companies that participate in those programs. To opt out of Google Analytics for

Alison Privacy Policy

display advertising or customize Google display network ads, You can visit the Google Ads Settings page. Opting out means that your personal data is not used to personalise ads. Opting out does not mean you will not receive ads. Alison has no affiliation nor control over these industry initiatives and how you use these tools is your own responsibility.

Alison recognises the privacy interests of children. Parents and guardians need to take an active role in their children's online activities and interests. Digital consent is generally not legally recognised for children under the age of 13, or under the age of 16 where such children reside in the European Economic Area. Parents and legal guardians should not allow their children defined as such to register, enrol and learn on the Alison platform without full time supervision. Alison reserves the right to delete any User account that we discover was created by a child unable to give digital consent. If a parent or guardian discovers that Alison has unlawfully collected the personal information from a child please contact our data protection officers who will take all reasonable steps to delete such information promptly.

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8. Retention of data

Alison is under a legal obligation to keep certain data for a specified period of time. Furthermore Alison aggregates data and anonymises User accounts that are deleted so that it is no longer reasonably associated with an identified or identifiable natural person. Such Other Information is used by Alison for other relevant business purposes for as long as necessary. This may include keeping Other Information after the User has deleted their account for whatever period of time needed for Alison to pursue its legitimate business interests, conduct audits, comply with (and demonstrate compliance with) legal obligations, resolve disputes and enforce commercial agreements.

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Alison Privacy Policy

9. Security and disclosure of data

The organisation will take all reasonable steps to ensure that appropriate security measures are in place to protect the confidentiality of electronically stored data. The platform is large and public and subject to regular attack by hackers. The platform has been hardened extensively over time however no online system is perfect or immune from breach. Alison has appropriate security measures in place to protect against unauthorised access. Safeguards are applied to the processing and retention of data. These include:

- Limitations on access to prevent unauthorised consultation, alteration, disclosure or erasure of personal data.
- Strict time limits for erasure of personal data in line with our retention policy.
- Logging mechanisms to permit verification of whether and by whom personal data has been consulted, altered, disclosed or erased.
- Pseudonymisation, anonymisation and encryption.
- The platform databases are not accessible directly by employees or software developers other than authorised DevOps administrators. Multi factor authentication is required for all authorised DevOps administrators to ensure access to sensitive data is restricted to the maximum possible.
- Security measures will be reviewed from time to time, having regard to the technology available, the cost and the risk of unauthorised access.

Security measures will be reviewed from time to time, having regard to the technology available, the cost and the risk of unauthorised access.

Customer Support employees will have access to a certain amount of personal data relating to users and other third parties. Employees must not disclose User's personal data, except where necessary in the course of their employment or in accordance with law. They must not remove or destroy personal data except for lawful reasons and with the permission of the organisation. Any breach of the data protection principles is a serious matter and may lead to disciplinary action up to and including dismissal. All Alison employees must adhere to the following data protection principles:

- Process data fairly, lawfully and transparently.
- Keep data only for specified, explicit and legitimate purposes.

Alison Privacy Policy

- Process data only in ways which are compatible with the purposes for which it was given.
- Ensure data is accurate and up-to-date.
- Ensure data is adequate, relevant and limited to what is necessary for the purpose for which it was given.
- Keep data safely and securely.
- Retain personal data for no longer than is necessary for the purpose for which it is processed and in line with the company's data retention policy.

Users have an obligation to keep their User account credential sufficiently strong, protected for safe-keeping and private to themselves to prevent unauthorised access. Users must monitor and control all activity on their account. If you suspect a breach of your account please change your password immediately and contact Alison customer support so that the impact can be minimised.

Were a data breach to occur and if such a breach puts individuals' personal rights and freedoms at risk and Alison is unable to contain those risks, all affected individuals will be notified expeditiously. Furthermore Alison's data protection officers will inform the Data Protection Commissioner in Ireland so that they are aware and can monitor the response.

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10. Data Protection Officers

The directors of the company are ultimately responsible for your data, and have nominated a named Data Protection Officer for Alison ("DPO"). The DPO is responsible for assisting the organisation in monitoring and maintaining compliance with data protection legislation.

Please email your data protection and privacy queries or concerns to dpo@alison.com

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Alison Privacy Policy

11. Access requests

Users across the world may have certain statutory rights in relation to their personal data. Subject to any exemptions provided by law, you may have the right to request access to Information, as well as to seek to update, delete or correct this Information. Your Alison User Account provides the settings and self-service tools needed for these requests. Please contact Alison Customer Services if you wish to get a complete copy of all your electronic data held about you as a User. If a User opts to delete their User account, Alison will delete all PII, Profile and Resumé data, and will irreversibly anonymise their learner record.

There is no charge to use Alison's User account self-service tools. However the company reserves the right to charge a fee to process any further Subject Access Request. The organisation will, in most circumstances, provide this data within one month. In some cases, due to the complexity of the request or the number of requests being handled by the organisation, the organisation may require a further two months to provide this data.

Users are only entitled to access data about themselves and will not be provided with data relating to other users or third parties. However some user data may have been disclosed publicly on Alison forums for example. It may be possible to block out User data relating to a third party or conceal the User's identity, and where this is possible the organisation will endeavour to do so. A user who is dissatisfied with the outcome of an access request has the option of referring a complaint to the office of the Data Protection Commissioner in Ireland.

Office of the Data Protection Commissioner

Canal House, Station Road, Portarlinton, Co. Laois, R32 AP23, Ireland

Phone: +353 57 868 4757

Email: info@dataprotection.ie

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Alison Privacy Policy

12. Right to object

Users may have the right to object to data processing that is causing them distress and/or to make corrections to personal data which is inaccurate. Where such objection is justified, the organisation will cease processing the data unless it has a legitimate interest that prevents this. Alison will make every effort to alleviate the distress caused to the individual. An objection should be made in writing to the Data Protection Officer, outlining the data in question and the harm being caused.

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13. International transmission of data

Based in the Republic of Ireland, Alison operates on a global basis and it may be necessary in the course of business to collect or transfer User personal data across state boundaries, to share data with other group companies in countries outside the European Economic Area, and to share information with third party service providers. The transfer of such data is deemed necessary for the management and administration of your User Account and delivery of Alison Services. Some states do not have comparable data protection laws to Ireland or the EU. When data transfer is necessary, Alison will take steps to ensure that the data has an equal level of protection as it would in Ireland or as expected within other leading international jurisdictions. Furthermore Alison will only transmit data to companies that agree to guarantee the same level of protection. For more information, please contact Alison's Data Protection Officers.

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Alison Privacy Policy

14. Policy review and modification

Alison has completed a Data Protection Impact Assessment and put the necessary policy and procedures in place to minimise risks to users data privacy and maximise data protection. This policy will be reviewed from time to time to take into account changes in the law and the experience of the policy in practice. Updates will be posted to the website when available. Material updates will be circulated to each User via the registered User email on the User Account. Continued usage of the Alison Service is deemed to be User acceptance of this policy as permitted by applicable law.

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Alison Cookies Policy

Effective Date: May 09, 2025

What are cookies?

Alison Privacy Policy

Cookies are small text files placed onto your computer or device as you browse the Internet. Cookies can be used to collect, store and share bits of information about your activities across websites and services, including on Alison. They also allow us to remember things about your visit to Alison, such as your preferred language and other choices/settings and generally make the site easier for you to use.

Alison uses both session cookies and persistent cookies. A session cookie is used to identify a particular visit to Alison. These cookies expire after a short time, or when you close your web browser after using Alison. We use these cookies to identify you during a single browsing session, such as when you log into Alison. A persistent cookie will remain on your devices for a set period of time specified in the cookie. We use these cookies where we need to identify you over a longer period of time. For example, we would use a persistent cookie if you asked that we keep you signed in.

Why does Alison use cookies and similar technologies?

Alison uses cookies and similar technologies, such as web beacons, browser cookies, pixel tags, or local shared objects ("flash cookies"), to deliver, measure, and improve our services in various ways. We use cookies both when you access our site and services on a browser, as well as through our native mobile app. As we adopt additional technologies, we may also gather additional information through other methods.

We use cookies for the following purposes:

Authentication and security:

- To log you into Alison;
- To protect your security;
and
- To help us detect and fight spam, abuse, and other activities that violate Alison's agreements and terms.

For example, these technologies help authenticate your access to Alison and prevent unauthorized parties from accessing your accounts.

Preferences:

- To remember information about your browser and your preferences;
and
- To remember your settings and other choices you have made.

Alison Privacy Policy

For example, cookies help us remember your preferred language or the country that you are in. We can then provide you with content in your preferred language without having to ask you each time you visit Alison.

Analytics and research:

- To help us improve and understand how people use Alison.

For example, cookies help us test different versions of Alison to see which particular features or content users prefer. We may include web beacons in e-mail messages or newsletters to determine whether the message has been opened and for other analytics. We might also optimize and improve your experience on Alison by using cookies to see how you interact with Alison, such as when and how often you use them and what links you click on.

To help us better understand how people use Alison, we work with a number of analytics partners, including Google Analytics. These providers use cookies and similar technologies to help us analyze how users use the Services, including by noting the third-party Services from which you arrive. The information collected will be disclosed to or collected directly by these service providers, who use the information to evaluate your use of Alison. To prevent Google Analytics from using your information for analytics, you may install the Google Analytics Opt-Out plugin by [clicking here](#).

We don't release the information collected from our own cookies to any third parties, other than to our service providers who assist us in these activities.

Personalized content:

- To customize Alison with more relevant content.

Advertising:

- To provide you with more relevant advertising.

As explained further in our [Privacy Policy](#), third-parties whose products or services are accessible or advertised via Alison may use cookies to collect information about your activities on the Services, other sites, and/or the ads you have clicked on. This information may be used by them to serve ads that they believe are most likely to be of interest to you and measure the effectiveness of their ads. Targeting and advertising cookies we use may

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include [Google Analytics](#), [Google Adsense](#) and [DoubleClick for Publishers](#) as well as other advertising networks and services we use from time to time.

For more information about targeting and advertising cookies and how you can opt out, you can visit youonlinechoices.eu or allaboutcookies.org/manage-cookies/index.html. Please note that to the extent advertising technology is integrated into Alison, you may still receive advertising content even if you opt-out of tailored advertising. In that case, the advertising content will just not be tailored to your interests. Also, we do not control any of the above opt-out links and are not responsible for any choices you make using these mechanisms or the continued availability or accuracy of these mechanisms.

When accessing Alison from a mobile application, you may also receive tailored in-application advertisements. Each operating system, such as iOS and Android, provides its own instructions on how to prevent the delivery of tailored in-application advertisements. You may review the support materials and/or the privacy settings for the respective operating systems in order to opt-out of tailored in-application advertisements. For any other devices and/or operating systems, please visit the privacy settings for the applicable device or operating system or contact the applicable platform operator.

What are my privacy options?

You have a number of options to control or limit how we and our partners use cookies.

- This cookie policy is available at our site.– By continuing to use or access Alison, you are consenting to our use of cookies and related technologies as described in this Cookies Policy.
- Most browsers automatically accept cookies, but you can modify your browser setting to decline cookies by visiting the Help portion of your browser's toolbar. If you choose to decline cookies, please note that you may not be able to sign in, customize, or use some of the interactive features of Alison.
- Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser will not remove flash cookies. To learn more about how to manage flash cookies, you can visit the [Adobe website](#) and make changes at the [Global Privacy Settings Panel](#).
- For general information about cookies and how to disable them, please visit www.allaboutcookies.org.

Alison Privacy Policy

Changes to this Policy

We will notify you of any changes by posting the new Policy on Alison with a new effective date. If we make a material change to this Policy, we will take reasonable steps to notify you in advance of the planned change.

Questions

If you have any questions about our use of cookies, please email us at privacy@alison.com.

Coversheet

Approval of Tulsa Public Schools Lease for Bell Primary for 2025-2026

Section:	II. Consent Agenda
Item:	F. Approval of Tulsa Public Schools Lease for Bell Primary for 2025-2026
Purpose:	
Submitted by:	
Related Material:	TPS Bell Lease - 7_1_2025 to 6_30_2026.pdf


TULSA HONOR ACADEMY

...ACADEMICS - CHARACTER - EXCELLENCE...

CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	TPS
Description of Service:	Lease agreement for Lakewood Campus
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	7/1/2025 to 6/30/2026
Funding Source:	General Fund
Total Cost:	\$106,154.40
THA Signer:	Chief Operations Officer
Contract Type:	Renewal If Renewal, price change notes: N/A
Termination Clause:	The contract requires N/A days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	TPS is THA's Authorizer
Notes for Clarity:	N/A

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

N/A

AMENDED LEASE AGREEMENT

This **LEASE AGREEMENT (“Agreement”)** is made this 1st day of July, 2025, by and between **INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY, OKLAHOMA, a/k/a TULSA PUBLIC SCHOOLS (“District”), and TULSA HONOR ACADEMY, INC. (“Tenant”)**

RECITALS:

A. District is the owner of the real property and Bell Primary School building located **at 209 South Lakewood Avenue, Tulsa, Oklahoma 74112 (“Bell Primary building”)**. Tenant desires to lease the Bell Primary building and all improvement thereon and appurtenances thereto, together with the adjoining grounds, playgrounds and parking facilities from the District for the operation of a charter school, all referred to herein as the “Property”, as shown in the site plan attached hereto as Exhibit 1, which incorporated herein by this reference.

B. Upon the terms and conditions herein stated, District desires to lease the Property to Tenant and Tenant desires to lease the Property from District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. Lease

Upon the terms and conditions hereinafter stated, District hereby leases the Property to Tenant and Tenant hereby leases the Property from the District.

2. Term and Renewal

The term of this Agreement begins on July 1, 2025, and ends on June 30, 2026, unless this Agreement is terminated at an earlier date as herein stated. Upon the termination of this Agreement, by lapse of time or otherwise, Tenant agrees to surrender possession of the Property to District in good condition and repair ordinary wear and tear excepted, as well as damage caused by fire or other casualties excepted. This Agreement may be renewed for one-year periods by mutual ratification of renewal by the governing boards of District and Tenant on or before June 30th of each year during the term of Charter School Contract between the parties.

3. Rental

Tenant shall pay to the District the sum of **Eight Thousand Eight Hundred Forty Six Dollars and Twenty Cents (\$8,846.20) per month** on or before the first day of each month for its lease of the Property. This monthly rental payment is calculated by multiplying the square footage of the building and other structures on the Property (44,231 square feet) by twenty cents (\$0.20) per square foot per month. The District shall provide the Tenant with no less than one year’s written

notice prior to the effective date of any Rent increase pursuant to this paragraph. Any such Rent adjustment shall take effect no earlier than the start of the following fiscal year.

4. Use

The Property will be used by Tenant as and for a charter school under Tenant's Charter School Contract with District, and for no other purpose. Tenant agrees that its operations in the Property will be in full and strict compliance with the requirements of applicable state, municipal and federal laws, rules and regulations. If Tenant is required to have a license from any state or local regulatory agency for its operation in the Property, Tenant shall maintain such license in good standing and, in the event of the cancellation, suspension, revocation or surrender of the license, Tenant shall take prompt action to reinstate such license and shall indemnify and hold District harmless from any liability, cost, damage or expense arising from the cancellation, suspension revocation or surrender of such license. In any instance under this Agreement in which Tenant agrees to indemnify District, District shall give Tenant prompt notice of any claim asserted against District and shall cooperate with Tenant in the defense against such claim. Tenant and District shall coordinate control over any litigation involving such claim and the settlement of any such litigation. District represents and warrants that the current zoning classification of the property upon which the Property is constructed is zoned for school use. Tenant, at Tenant's expense, will obtain any rezoning or board of adjustment approval required for Tenant's use or alteration of the Property.

5. Utilities and Maintenance

(a) Tenant shall pay all charges for gas, water, sewer, electricity, trash, telephone, internet, and other services furnished to the Property or to the Tenant during the term of this Agreement. Tenant shall be solely and directly financially responsible for all costs associated with maintaining said services in Tenant's name.

(b) Tenant, at Tenant's sole cost and expense, shall maintain the Property in good condition and repair, ordinary wear and tear excepted. Tenant's responsibility includes any structures on the property such as portable buildings and playground equipment. The District shall not be responsible for or required to make repairs or perform non-structural maintenance, repair, fencing, or replacement of any type whatsoever, except for electrical, HVAC, and plumbing systems. The District's responsibility for plumbing systems shall apply only in cases where there is no evidence of damage caused by Tenant's misuse, neglect, or failure to properly maintain the system. The District agrees, at its sole cost and expense, to maintain, repair, and replace, if reasonably necessary, all mechanical components of the Property, including without limitation the roof and foundation. Repair requests involving electrical, HVAC, plumbing systems, and mechanical components must be promptly reported to the District's Facilities Maintenance Director. Tenant agrees to ensure the District has reasonable access to all areas of the facility for this purpose.

(c) District shall provide general maintenance services at no cost to the Tenant. General maintenance services would include: door repairs; lock and key services (excluding full rekeying

of the building); glass and window repairs; ceiling tile replacement and repair; restroom partition repairs; flooring repairs for carpet and tile (excluding full room or building replacement); concrete repairs; roofing and guttering repairs; installation of cork or bulletin boards purchased by the school; sheetrock repairs; minor painting and touch-ups (excluding full room or building painting); and graffiti removal. These services do not include kitchen or serving line equipment repairs in schools that do not contract with TPS Child Nutrition Services.

(d) General maintenance as described herein refers to routine, non-capital repairs and does not include major renovations, capital improvements, or facility upgrades.

(e) Tenant shall be responsible for the maintenance of all equipment located within the building. No District-owned equipment shall be removed from the building without providing the Charter at least three (3) months' prior written notice. In the event equipment is replaced, Tenant must contact the District to coordinate removal so that appropriate surplus records may be maintained.

6. Custodial Services and Groundskeeping.

Tenant shall be solely responsible for providing and managing all custodial services and groundskeeping required at the Property. This includes, but is not limited to, routine cleaning, light bulb and ceil tile replacement, trash removal, general upkeep of interior and exterior areas, and basic landscape maintenance. Tenant shall also ensure the proper disposal of all rubbish and garbage in the trash containers provided by the Charter. The District shall have no obligation to provide custodial or groundskeeping services under this Agreement, and the District has not included any charges for such services in the calculation of Rent or other lease terms.

7. Alterations, Additions or Improvements

No alterations, additions or improvements to the Property may be made by Tenant without the written consent of the District. Tenant must submit a written proposal to the District and receive written approval from the District before beginning any alteration, addition or improvement. A request to make an alteration, addition or improvement to the Property shall be forwarded to the District's Superintendent, who will review the request and decide on whether it should be presented to the District's Board of Education for consideration. If the Superintendent determines that the nature and extent of the request does not warrant the Board's attention, then the Superintendent will decide whether to approve or deny the request, including any requirements or conditions of approval (e.g., proof of appropriate insurance coverage). The Superintendent's decision shall be final and non-appealable. If the Superintendent determines that the nature and extent of the request does warrant the Board's attention, then the request will be placed on the Board's agenda in the manner required by District policy, and the Board will decide whether to approve or deny the request, including any requirements or conditions of approval. The Board's decision shall be final and non-appealable. All approved alterations, additions or improvements will be made at the expense of the Tenant and shall conform in all respects to state and local laws, ordinances and regulations including, without limitation, the current edition of the Building Code.

Tenant shall bear the expense of any remedial measures required by the Building Code, the Fire Prevention Code, the Division of the State Architect for public school buildings or required as a condition for the issuance of a license or Certificate of Occupancy. Tenant shall be responsible for and shall pay for any inspections, permits or fees required, including, but not limited to, any fees charged by the Division of the State Architect. Any alterations, additions or improvements that Tenant has made to the Property shall be property of the District and shall remain with the Property upon termination of this Agreement.

8. Liens

Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier, or any other lien, to be filed against the Property arising out of the work performed or alleged to have been performed by, or at the direction of, or on behalf of Tenant or otherwise arising from the acts or omissions of Tenant, to be performed. If any lien or claim for lien is filed, Tenant shall immediately give notice to District and Tenant shall either have the lien or claim for lien released of record or shall deliver to District a bond or other security in a form, content, amount and issued by a company satisfactory to District, indemnifying District against the total amount claimed and all costs and liabilities, including attorneys' fees, which may result from the lien or claim of lien and the foreclosure or attempted foreclosure of the lien. If Tenant fails to have the lien or claim for lien so released or to deliver the bond, within the aforesaid period, District, without investigating the validity of the lien, may, after fifteen (15) days' prior notice to Tenant (if Tenant does not cause such lien to be released or bonded out within such 15-day period), pay or discharge the same, and Tenant shall reimburse District upon demand for the amount so paid by District, including District's associated reasonable expenses, interest and reasonable attorneys' fees

9. Liability Insurance and Indemnity

(a) Effective July 1, 2025, through October 31, 2025: Tenant shall furnish District with a certificate of public liability and property damage insurance adding the District as an additional insured and providing at least One Million Dollars (\$1,000,000) of combined single limit coverage, with a retention or deductible not to exceed \$10,000.00. Tenant's insurance will be primary over any liability insurance of District. The certificate shall provide for at least ten (10) days' notice to District before cancellation of the policy or reduction of the coverage for any reason, including nonpayment of the premium. Tenant agrees to maintain the above insurance coverage in force and effect during the entire term of this Agreement. In addition to the liability insurance, and not in lieu thereof, Tenant agrees to indemnify and agrees to hold District and its officers and employees harmless (including defense costs) from all claims, demands, actions, fines and proceedings arising from or growing out of Tenant's use of the Property, except this indemnity shall not apply to claims, demands, actions, fines and proceedings, to the extent asserted against or arising out of services which District is obligated to provide (by regulation or contractually) on behalf of Tenant's program(s), or due to the negligence or willful misconduct of District. District shall be liable to Tenant for all costs and expenses incurred by Tenant due to a claim by a third party that is due to

the negligence or willful misconduct of District, except this provision shall not apply to the extent the liability is due in any way to the negligence or willful misconduct of Tenant. All property of Tenant at the Property shall be there at Tenant's sole risk and District will not be liable for any loss, theft, damage, destruction of, vandalism to or disappearance of Tenant's property at the Property from any cause or event except to the extent such loss, theft, damage, destruction of, vandalism to or disappearances of Tenant's property is due to the negligence or willful misconduct of District, its agents, employees or contractors.

(b) Effective November 1, 2025: Tenant shall furnish District with a certificate of public liability and property damage insurance adding the District as an additional insured and providing at least Two Million Dollars (\$2,000,000) of combined single limit coverage, with a retention or deductible not to exceed \$10,000.00. Tenant's insurance will be primary over any liability insurance of District. The certificate shall provide for at least ten (10) days' notice to District before cancellation of the policy or reduction of the coverage for any reason, including nonpayment of the premium. Tenant agrees to maintain the above insurance coverage in force and effect during the entire term of this Agreement. In addition to the liability insurance, and not in lieu thereof, Tenant agrees to indemnify and agrees to hold District and its officers and employees harmless (including defense costs) from all claims, demands, actions, fines and proceedings arising from or growing out of Tenant's use of the Property, except this indemnity shall not apply to claims, demands, actions, fines and proceedings, to the extent asserted against or arising out of services which District is obligated to provide (by regulation or contractually) on behalf of Tenant's program(s), or due to the negligence or willful misconduct of District. District shall be liable to Tenant for all costs and expenses incurred by Tenant due to a claim by a third party that is due to the negligence or willful misconduct of District, except this provision shall not apply to the extent the liability is due in any way to the negligence or willful misconduct of Tenant. All property of Tenant at the Property shall be there at Tenant's sole risk and District will not be liable for any loss, theft, damage, destruction of, vandalism to or disappearance of Tenant's property at the Property from any cause or event except to the extent such loss, theft, damage, destruction of, vandalism to or disappearances of Tenant's property is due to the negligence or willful misconduct of District, its agents, employees or contractors.

10. Security System and Services

Tenant shall use the intrusion system, fire system, and if equipped, intercom system and door access systems installed and owned by the District. Tenant shall pay the following monthly charges to the District for Tenant's use of these systems:

- If equipped, \$120 per month for the Door Access creation of ID cards and data processing, software training, maintenance, monitoring, and system support.

- \$120 per month for technician response to the site during normal business hours for intrusion system, fire system, and if equipped, door access system, intercom system and surveillance system.

Tenant shall be financially responsible for any damage to the door access control system, fire system, intrusion systems, surveillance system and if equipped the intercom system caused by the negligent acts or willful misconduct of Tenant, its employees, and students. Tenant shall not alter, repair, or replace any component of the door access control system, fire system, intrusion systems, surveillance system, and or intercom system. Tenant understands doing so could void warranty or lease. Tenant agrees to notify the District of any damage to, or non-functioning component of, door access control system, fire system, intrusion systems surveillance system, and intercom system within twenty-four (24) hours of discovering the damage or non-functioning component. Tenant agrees to fully cooperate with the District's investigation of damage.

In addition to technician charges described above, Tenant will pay all reasonable charges for all installations and for all replacement system components. District shall endeavor to respond to all repair requests within one full business day.

Any after-hours emergencies regarding the security system will be handled by law enforcement, with Tenant responsible for any and all charges relating thereto.

The above costs do not include costs related to annual fire inspections required by the State Fire Code as it relates to education institutions or by the City of Tulsa Fire Marshal's office. When such fire-related security equipment is identified as deficient through an official inspection, then the repair or replacement of deficient materials or equipment will be completed at the expense of the District. The definition of equipment related to fire security is inclusive of all items related to fire suppression, warning, and notification except fire extinguishers. Inspection and regular maintenance of all fire extinguishers within the building is the responsibility of the District.

Tenant acknowledges and agrees the fire alarm and intrusion alarm systems require separate, active hardwire or network telephone lines to function. Under Section 5 of this Agreement, Tenant is solely responsible for paying for and maintaining all telephone services to the property including, without limitation, those required for fire and intrusion monitoring, during the term of this Agreement. The district shall have no responsibility to monitor fire and/or intrusion alarms that are not active and fully functioning, provided the failure of such alarms to be active and fully functioning is not due to Tenant's actions or inactions, including but not limited to Tenant's failure to provide and maintain the necessary telephone services at the Property.

11. Property Insurance

The Property is insured by the District against loss or damage by fire and the hazards covered by broad form and extended coverage insurance. On or before July 31, 2025, Tenant agrees to pay to

District a sum not to exceed the cost of a 25% buy down of the District's insurance deductible on the Property, taking into consideration the square footage of the building and other structures on the Property. This amount is subject to change at each annual renewal of this Agreement. The parties agree that Tenant does not have an insurable interest in the Property, including any alterations, additions or improvements thereto. Tenant understands and agrees that the District's insurance does not cover contents and personal property of Tenant. Tenant is solely responsible for insuring all of the contents and personal property belonging to it.

12. Damage by Fire or Other Casualty

(a) If all or any portion of the Property is damaged by fire or other casualty, District shall file all necessary proofs of claim and negotiate the loss with its insurer(s). The proceeds of said insurance applicable to the building and improvements shall be paid solely to the District and shall be disbursed by the District as necessary in restoring the buildings and improvements, and, at Tenant's option, to conform to Tenant's new and revised design as may be approved in writing by the District. If and to the extent necessary, and to the extent District has vacant premises, District shall provide space for Tenant to hold school until the building has been restored or rebuilt, subject to the parties reaching a mutually agreeable contract for lease of the new space, provided that the cost per square foot under the new lease is not more than the then current Lease Agreement at the time of the casualty.

(b) If the Property is determined to be destroyed or substantially damaged, either Tenant or District can terminate this Lease. The Property shall be deemed to be "substantially damaged" if, by the exercise of reasonable diligence on the part of the contractor or contractors involved, such destruction or damage could not be reasonably expected to be repaired within six (6) months after the occurrence of such damage.

13. Notices

Any notices required or contemplated under this Agreement shall be addressed to the parties as follows:

If to the District:

Tulsa Public Schools
Attn: Superintendent
P.O. Box 470208
3027 South New Haven
Tulsa, Oklahoma 74114

With a copy to:

Tulsa Public Schools
P.O. Box 470208
3027 South New Haven Ave. Tulsa,
Oklahoma 74114
Attn: Staff Attorney

If to the Tenant:

Tulsa Honor Academy 208
South Lakewood Avenue

Tulsa, OK 74112

Frederic Dowart Lawyers
124 E. 4th Street
Tulsa, Ok 74103
Phone: (918) 583-9922
Fax: (918) 583-9958

All notices shall be sent certified mail, return receipt requested. Notices mailed in accordance with the foregoing shall be deemed to have been delivered five (5) days after deposit in the U.S. Mail at Tulsa, Oklahoma.

14. Tenant's Default

(a) The following shall constitute events of default on the part of Tenant:

(i) Tenant's discontinuance of its charter school program or the termination of the Charter School Contract between Tenant and District; or

(ii) Tenant's failure to perform any material obligation to District arising under this Agreement within thirty (30) days after notice from District, specifying with particularity the obligation in which District claims that Tenant is in default; *provided however*, if the deficiency is of a nature which cannot be reasonably expected to be cured within thirty (30) days, Tenant shall commence appropriate curative action within such thirty (30) day period and carry such curative action forward diligently until completing such curing, and in the event of such curing, in accordance with the provisions of this sentence, District shall not have the right to terminate this Agreement.

(b) Upon the occurrence of an uncorrected event of default, after notice and opportunity to cure as aforesaid, District shall have the right to terminate this Agreement and Tenant's rights hereunder, including the right to occupy the Property, provided that Tenant shall have no less than thirty (30) days and no more than sixty (60) days to evacuate the building. If District terminates this Agreement, District is immediately responsible for placing the students in other District schools. Tenant may terminate this Agreement for any reason upon ninety (90) days' written notice to District.

15. Assignment and Subletting

Except as described herein, Tenant shall not sublease the Property or assign or otherwise transfer or permit the transfer of this Agreement or the interest of Tenant in this Agreement, in whole or in part, by operation of law, court decree or otherwise, without the prior written consent of District. Tenant shall not permit the use or occupancy of the Property or any portion thereof by anyone other than Tenant and persons (including employees, children, parents and guardians) participating in Tenant's programs or participating in the operation of the Property by Tenant and Tenant contractors. Tenant's use of the Property for after school programs, meetings, clubs, community use and other like programs are not considered assignment or subletting.

Tenant shall have the right to sublet a portion of the Property during any portion of the term of this Agreement for the provision of childcare services for its employees and the parents/guardians of its students, as well as before school and after school care for Tenant's students. The selection, supervision and management of this service provider ("childcare provider") shall be under the exclusive control of Tenant, as the parties agree that District has no responsibility and liability relating to these services. This subletting option is not intended to provide Tenant with a revenue source but as a benefit for their employees and the families of its students. If Tenant elects to charge any sublessee for use of some portion of the Property, the rent paid to the District for that portion shall automatically increase to an amount not less than the amount of rent the Tenant is receiving from the sublessee.

Before any such sublet is authorized pursuant to this paragraph, Tenant shall ensure that the childcare provider has all appropriate certificates of use and that the childcare provider insure, defend and indemnify District as follows:

(a.) Effective July 1, 2025, through October 31, 2025: The childcare provider shall furnish Tenant and District with a certificate of general liability, school leaders legal liability (professional liability) that includes full coverage for sex abuse or sexual assault liabilities, commercial auto liability (including hired/non-owned coverage), and property damage insurance-adding the District as an additional insured and providing at least One Million Dollars (\$1,000,000) of combined single limit coverage, with a retention or deductible not to exceed \$10,000.00. The certificate of additional insured status in favor of District shall specify that it is subject to the limitations and exemptions allowed by the provisions of the Oklahoma Governmental Tort Claims Act and the appropriate provisions of the Oklahoma Constitution, as such laws exist or hereafter amended. The childcare provider's insurance must be primary over any liability insurance of District. The certificate of insurance shall provide for at least ten (10) days' notice to District before cancellation of the policy or reduction of the coverage for any reason, including nonpayment of the premium. The childcare provider must maintain the above insurance coverage in force and effect during the entire term of its use of the Property. With regard to all insurance policies, the childcare provider shall waive any right of subrogation on behalf of its insurance carrier in favor of the District.

(b.) Effective November 1, 2025: The childcare provider shall furnish Tenant and District with a certificate of general liability, school leaders legal liability (professional liability) that includes full coverage for sex abuse or sexual assault liabilities, commercial auto liability (including hired/non-owned coverage), and property damage insurance-adding the District as an additional insured and providing at least Two Million Dollars (\$2,000,000) of combined single limit coverage, with a retention or deductible not to exceed \$10,000.00. The certificate of additional insured status in favor of District shall specify that it is subject to the limitations and exemptions allowed by the provisions of the Oklahoma Governmental Tort Claims Act and the appropriate provisions of the Oklahoma Constitution, as such laws exist or hereafter amended. The childcare provider's insurance must be primary over any liability insurance of District. The

certificate of insurance shall provide for at least ten (10) days' notice to District before cancellation of the policy or reduction of the coverage for any reason, including nonpayment of the premium. The childcare provider must maintain the above insurance coverage in force and effect during the entire term of its use of the Property. With regard to all insurance policies, the childcare provider shall waive any right of subrogation on behalf of its insurance carrier in favor of the District.

(c.) In addition to the liability insurance, and not in lieu thereof, the childcare provider must agree to indemnify, defend and hold District and its officers and employees harmless (including defense costs) from all claims, demands, actions, fines and proceedings relating to, arising from or growing out of the childcare provider's use of the Property (including but not limited to its clients' actions), except this indemnity shall not apply to claims, demands, actions, fines and proceedings, arising out of the sole negligence or willful misconduct of District. All property of the childcare provider and its clients at the Property shall be there solely at the childcare provider's or the Tenant's risk, and District will not be liable for any loss, theft, damage, destruction of, vandalism to or disappearance of the childcare provider's property or its clients' property at the Property from any cause or event except to the extent such loss, theft, damage, destruction of, vandalism to or disappearances of property is due to the sole negligence or willful misconduct of District, its agents, employees or contractors.

(d.) In no event shall the childcare provider's employees, contractors, agents, or officers be entitled to compensation, benefits, payments or insurance (workers compensation or otherwise) from District.

In addition to the insurance and indemnification requirements, and not in lieu thereof, any childcare provider subletting the property from Tenant shall require that its childcare clients sign a release and waiver approved by District. In this document, the client will acknowledge that District has no responsibility for the actions, inaction, or services of the childcare provider; and will release and hold harmless District, its officers and employees for any injury or loss that may be suffered by the client, or the client's child; and indemnify District for any loss or injury caused by the client or the client's child.

16. Holding Over

Any holding over by Tenant beyond the expiration of the term of this Lease shall constitute a tenancy at will.

17. Non-Discrimination

Tenant agrees that it will not discriminate on the basis of race, color, religion, age, national origin, genetic information, gender or handicapped condition in the conduct of Tenant's programs conducted on the Property.

18. Risk of Loss

District shall have no responsibility for, and Tenant assumes the entire risk of, any loss of, damage to, destruction or disappearance of any of Tenant's property in the Property, except for loss, damage or destruction caused by the negligence or willful misconduct on the part of District, its agents, employees or contractors. Tenant understands that District does not and will not maintain any casualty or other insurance on Tenant's property. Except to the extent of District's express obligations set out in this Agreement, Tenant waives any right of subrogation on behalf of its insurance carrier against District for any loss of, damage to, destruction or disappearance of Tenant's property in the Property.

19. Venue / Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Oklahoma to be applied. Any lawsuit related to or arising out of this Agreement shall only be brought in the District Court of Tulsa County, Oklahoma or the United States District Court for the Northern District of Oklahoma. The parties hereby consent to jurisdiction and venue in both the District Court of Tulsa County, Oklahoma and the United States District Court for the Northern District of Oklahoma for all purposes.

20. Approvals and Consents

In all instances in this Agreement in which any matter is subject to the agreement of both parties or to the approval or consent of either party, both parties agree that such approval or consent will not be unreasonably withheld, conditioned or delayed.

21. Miscellaneous

(a) This Agreement, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this Agreement. The parties have jointly prepared this Agreement; accordingly, this Agreement shall not be construed more or less favorably with respect to either party. This Agreement may not be modified or amended orally, but only by an instrument in writing, duly authorized and executed by the parties to this Agreement.

(b) If any provision of this Agreement is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

(c) No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.

(d) This Agreement shall be binding upon the parties and their respective successors and assigns.

(e) Time is the essence of the obligations of the parties herein.

(f) The persons signing this instrument represent that they are duly authorized to execute this instrument on behalf of the respective parties and that this instrument has been duly and legally approved and adopted by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date last executed below.

**INDEPENDENT SCHOOL DISTRICT
NO. 1 OF TULSA COUNTY,
OKLAHOMA, a/k/a Tulsa Public Schools:**

TULSA HONOR ACADEMY, INC.:

**By: _____
Susan Lamkin,
President, Board of Education**

**By: _____
Ben Stewart, Chairman**

Date: _____

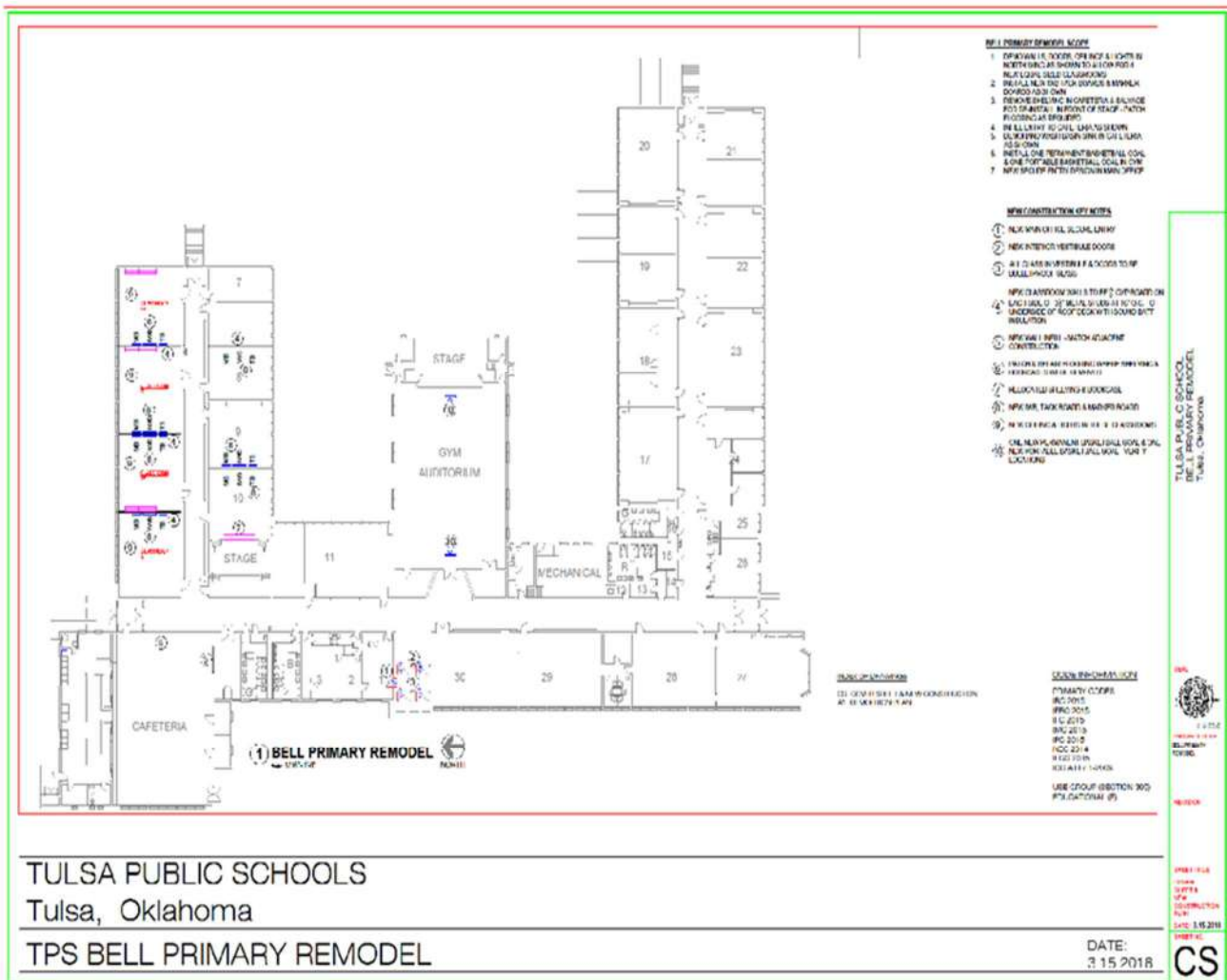
Date: _____

Approved as to form: RMG

“TENANT”

“DISTRICT”

Exhibit 1



Coversheet

Approval of Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a pre-construction agreement with Atlas Land Survey for the Jones Elementary facility project.

Section: II. Consent Agenda

Item: G. Approval of Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a pre-construction agreement with Atlas Land Survey for the Jones Elementary facility project.

Purpose:

Submitted by:

Related Material: THA Facilities LLC - Atlas Land Office - 7_16_2025 to 7_31_2025.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	THA Facilities LLC - Atlas Land Office
Description of Service:	Atlas Land Office will provide a Topographical Survey showing all located improvements including perimeter fences, permanent structures, above ground utilities & any underground utilities marked in field, and 1' contours, in PDF and AutoCAD format.
Jurisdiction or Governing Law:	N/A
Term of contract:	7/16/2025 to 7/31/2025
Funding Source:	General Fund
Total Cost:	\$4,000.00
THA Signer:	Chief Executive Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	N/A
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	THA Facilities LLC Proposal

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

N/A



Estimate

ADDRESS
Elise Urueta
THA Facilities LLC

ESTIMATE 3777
DATE 06/27/2025
EXPIRATION DATE 07/25/2025

PROJECT NAME
Adding topo to Alta

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<p>Thank you for the opportunity to provide a proposal for surveying services on the project located at 1515 S. 71st E. Ave., Tulsa, OK 74112, also known as part of Section 11, T-19-N, R-13-E, Tulsa County, OK.</p> <p>We will provide a Topographical Survey showing all located improvements including perimeter fences, permanent structures, above ground utilities & any underground utilities marked in field, and 1' contours, in PDF and AutoCAD format.</p> <p>Our fee for the above referenced service is \$4000. Contract must be accepted via email response or signed estimate; verbal agreements will not be accepted.</p> <p>We are currently 3 weeks out on scheduling new projects, from date of acceptance.</p> <p>Services not included: Research of easements or encumbrances of record. No attempt to research the county records or other record offices will be performed by this firm, therefore easements may affect the subject tract that are not reflected by this survey. Please contact your abstract company to perform these services.</p>	1	4,000.00	4,000.00

THIS ESTIMATE IS ONLY VALID FOR 30 DAYS FROM THE ESTIMATE DATE SHOWN ABOVE.

TOTAL **\$4,000.00**

Accepted By

Accepted Date

THANK YOU FOR YOUR BUSINESS!

Coversheet

Approval of EdFuel Non-Disclosure Agreement

Section:	II. Consent Agenda
Item:	H. Approval of EdFuel Non-Disclosure Agreement
Purpose:	
Submitted by:	
Related Material:	EdFuel - 7_16_2025 to 6_30_2026.pdf


CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	EdFuel
Description of Service:	EdFuel, in partnership with Charter School Growth Fund, is conducting a Compensation and Benefits Study. THA has opted to participate. As a result of participating, THA will receive a detailed, confidential report with salary, incentive, and benefits data for teachers, school leaders, central office staff, and other school-based roles, comparing our data to peers at the city, regional, and national level.
Jurisdiction or Governing Law:	District of Columbia
Term of contract:	7/16/2025 to 6/30/2026
Funding Source:	N/A
Total Cost:	No Cost
THA Signer:	Chief Executive Officer
Contract Type:	New Contract If Renewal, price change notes:
Termination Clause:	The contract requires N/A days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	The Survey Participant desires to participate in the 2025 National Charter School Compensation and Benefits Study being conducted by the Receiving Party (the "Study") as described more fully in the documents provided by the Receiving Party to the Survey Participant contemporaneously with this Agreement (the "Study" and "Report Terms"). During the Study, the Survey Participant may share certain Confidential Information with the Receiving Party. The purpose of this Agreement is to prevent the unauthorized disclosure of Confidential Information as defined below and to define the obligations of each party and the terms upon which such Confidential Information may be disclosed and shared.

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.



**2025 National Charter School Compensation and Benefits Study
Joint Non-Disclosure/Confidentiality Agreement for
Survey Participant**

This Nondisclosure/Confidentiality Agreement (“the Agreement”) is entered into jointly by and between EdFuel (“Receiving Party”) with principal offices in Washington, D.C., and _____ (“Survey Participant”) with its principal offices at _____.

The Survey Participant desires to participate in the 2025 National Charter School Compensation and Benefits Study being conducted by the Receiving Party (the “Study”) as described more fully in the documents provided by the Receiving Party to the Survey Participant contemporaneously with this Agreement (the “Study” and “Report Terms”). During the Study, the Survey Participant may share certain Confidential Information with the Receiving Party. The purpose of this Agreement is to prevent the unauthorized disclosure of Confidential Information as defined below and to define the obligations of each party and the terms upon which such Confidential Information may be disclosed and shared.

In consideration of the mutual promises and covenants contained in this Agreement and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, “Confidential Information” shall include any and all information, data, or materials that are proprietary to the Survey Participant and not generally known to the public, whether in tangible or intangible form, including but not limited to (i) compensation data, (ii) benefits data, and (iii) staffing numbers.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information that is (i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party, (ii) discovered or created by the Receiving Party before disclosure by Survey Participant, (iii) learned by the Receiving Party through legitimate means other than from the Survey Participant; (iv) disclosed by Receiving Party with Survey Participant's prior written approval; (v) required to be disclosed in a judicial or administrative proceeding or is otherwise required to be disclosed by law or regulation.



2. Obligations of Receiving Party.

(a) Use of Confidential Information. The Receiving Party shall prepare an individual LEA report (“the Individual Report”) based on the Confidential Information provided by the Survey Participant and other public charter schools, charter management organizations and related nonprofit entities participating in the Survey (each, a “Participating Organization”) and shall make the Individual Report available to the Survey Participant upon completion of the study (the date of such delivery being referred to hereinafter as the “Publication Date”), provided that the Participating Organization has executed a copy of this agreement and submitted Confidential Information to participate in the study. An anonymized custom analysis of Confidential Information provided by the Survey Participant, and access to an aggregated and anonymized version of such Confidential Information, may also be provided by the Receiving Party to third-party service providers supporting data analysis and ecosystem partners for their sponsored group of Participating Organizations. Receiving Party may also share broadly aggregated and anonymized themes and trends obtained from the Confidential Information provided by the Survey Participant via a public report, white paper, and interactive web-based Tableau data dashboard tool; monetize access to anonymized, abbreviated, single-year data points obtained from the Confidential Information provided by the Survey Participant for non-participating organizations, beginning 6 months after the public release of the Individual Report; use the Confidential Information provided by the Survey Participant to train an AI tool or system for the future advancement of the Individual Report.

(b) Protection of Confidential Information. Receiving Party shall:

- (i) carefully restrict access to Confidential Information to employees, contractors, and third parties (“Representatives”) as is reasonably required to conduct the Survey, analyze and aggregate the data and prepare the Individual Report and shall advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; Receiving Party shall be responsible for any unauthorized disclosure by such Representatives;
- (ii) not disclose the Confidential Information provided by the Survey Participant in a format that could reasonably identify the Survey Participant; and
- (iii) not disclose or use the Confidential Information for any purpose not described in this Agreement.



- (iv) Use physical, technical, and organizational measures consistent with industry standards to protect the security of the Confidential Information.

(c) Limitations on Distribution of Report. Individual Reports will not be distributed by the Receiving Party to anyone outside of the LEA's designated recipient(s) without written approval by the Chief Executive Officer, Executive Director, or other specified LEA leader.

3. **Rights of Receiving Party.** Receiving Party shall analyze and aggregate the Confidential Information received from the Survey Participant and incorporate it into the Individual Report, which includes trends and summary results derived from the Confidential Information provided by the Survey Participant as well as other disclosing parties. The Receiving Party may maintain the anonymous data for analysis beyond the scope of the Report, as described above in section 2a, provided the Survey Participant cannot be identified in the final analysis directly or indirectly based on the aggregate data. Receiving Party may share the Confidential Information with third party service providers for the development of aggregated and anonymized themes and trends obtained from the Confidential Information provided by the Survey Participant via a public report, white paper, and interactive web-based Tableau data dashboard tool; monetize access to anonymized, abbreviated, single-year data points obtained from the Confidential Information provided by the Survey Participant for non-participating organizations, beginning 6 months after the public release of the Individual Report; use the Confidential Information provided by the Survey Participant to train an AI tool or system for the future advancement of the Individual Report. Receiving Party shall confirm that such third parties are using physical, technical, and organizational measures consistent with industry standards to protect the security of the Confidential Information.

4. **Ownership of Compensation Survey Data and Report.** Survey Participant assigns all proprietary and ownership rights to and interests in the Individual Report, including but not limited to all aggregated data and analysis in the Individual Report, to the Receiving Party. The Individual Report, aggregated data, analysis, and related documents and data shall be owned by and be solely copyrightable by the Receiving Party. Survey Participant shall have no ownership rights in the Survey or Individual Report or data contained therein.

5. **Obligations of Survey Participant.** The Survey Participant agrees not to share the Individual Report and shall use physical, technical and organizational measures consistent with industry standards to protect the security of the Individual report. If Survey Participant is required to disclose the Individual Report through any legal or compulsory process, Survey Participant will provide Receiving Party with 10 days written notice of such requirement so that Receiving Party can take any legal action



that is necessary.

6. **Notice of Breach.** Receiving Party and Survey Participant shall notify each other immediately upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with each other to regain possession of Confidential Information and prevent unauthorized use.

7. **Remedies.** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information, with damages impossible to calculate. Both parties agree that the Survey Participant shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms of this Agreement.

8. **Term.** This Agreement shall remain in effect in perpetuity.

9. **Miscellaneous.**

(a) **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, or employee of the other party for any purpose.

(b) **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

(c) **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

(d) **Governing Law.** The validity, construction, and performance of this Agreement shall be governed and construed in accordance with the law of the District of Columbia. The Federal and local courts located in the District of Columbia shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(e) **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.



Survey Participant

Name of Organization

Name of Designated Signatory (Print)

Title of Designated Signatory

Signature

Date

Receiving Party

EdFuel

Name of Organization

Kerri-Ann Nesbeth

Name of Designated Signatory (Print)

Managing Partner

Title of Designated Signatory

Kerri-Ann Nesbeth

Signature

Jun 25, 2025

Date



Coversheet

Approval of All American Contract for Lakewood Campus

Section:	II. Consent Agenda
Item:	I. Approval of All American Contract for Lakewood Campus
Purpose:	
Submitted by:	
Related Material:	All American Lakewood - 7_16_2025 to 7_16_2025.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	All American
Description of Service:	This contract includes the required purchase and maintenance of Fire Extinguishers for the Lakewood Campus. This service has recently transitioned from TPS as our landlord to THA as the tenant. In Oklahoma, fire extinguishers require annual inspections by a licensed contractor and may necessitate more frequent maintenance depending on the extinguisher type and usage. Stored pressure extinguishers, for example, need a 6-year internal inspection and potential refill or recharge. Additionally, specific types of extinguishers, like dry chemical and Halon 1211, require hydrostatic testing every 12 years.
Jurisdiction or Governing Law:	N/A
Term of contract:	7/16/2025 to 7/16/2025
Funding Source:	General Fund - Maintenance
Total Cost:	\$2,128.00
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires N/A days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

N/A

Proposal #409 - Tulsa Honor Academy: Lakewood Campuis



All American Fire Systems, Inc.
 25380 S 4120 Road Claremore OK 74019
P: 918-341-6977
F: 918-342-0674
License #: OK License #565 & #372
Proposal Date: 07-02-2025

Prepared By

Nicole Ibarra
nicole@allamericanfiresystems.com
 9183416977

Prepared For

Tulsa Honor Academy @ Bell
 209 E Lakewood Ave Tulsa OK 74110
Amanda Yuen
nicole@allamericanfiresystems.com
 918-946-2567

Summary

In Oklahoma, fire extinguishers require annual inspections by a licensed contractor and may necessitate more frequent maintenance depending on the extinguisher type and usage. Stored pressure extinguishers, for example, need a 6-year internal inspection and potential refill or recharge. Additionally, specific types of extinguishers, like dry chemical and Halon 1211, require hydrostatic testing every 12 years.

Scope Of Work

Fix Extinguisher Deficiencies

Description	Quantity	Unit Price	Total
5lb fire extinguisher replacement	17.0	\$114.00	\$1,938.00
6 yr maintenance service for fire extinguisher (if needed- required every 6 yrs)	1.0	\$62.00	\$62.00
Hydro service for fire extinguisher (if needed - required every 12 yrs)	1.0	\$82.00	\$82.00
Recharge for fire extinguisher (if needed)	1.0	\$46.00	\$46.00
Sub Total			\$2,128.00
Tax Amount (9.333%)			\$0.00
Total Amount			\$2,128.00

Exclusions

Does not include lift rental if needed. Additional fees for lift may apply.

Additional material may be required to complete the Extinguisher Hydro(s), pricing may vary.

Additional material may be required to complete the 6 Year Maintenance(s), pricing may vary.

Approval

I approve this proposal and agree to the terms and conditions.

Name

PO (if required)

Signature

Date

Terms And Conditions

This proposal is good for 30 days.

Coversheet

Approval of SmartPass Contract for THA High School

Section: II. Consent Agenda
Item: J. Approval of SmartPass Contract for THA High School
Purpose:
Submitted by:
Related Material: Smart Pass - 7_14_2025 to 6_30_2026.pdf


CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	Smart Pass
Description of Service:	This contract includes a Digital Hallway Pass service. This version will allow enhanced reporting for parents and custom reports per scholar to identify intervention opportunities, time out of class etc
Jurisdiction or Governing Law:	Texas
Term of contract:	7/14/2025 to 6/30/2026
Funding Source:	HS Discretionary
Total Cost:	Not to Exceed \$5,475.20
THA Signer:	Chief Academic Officer
Contract Type:	Renewal If Renewal, price change notes: Upgrade on reporting - details listed above.
Termination Clause:	The contract requires 60 days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	None
Notes for Clarity:	None

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

This is Clever synced! It has been a valuable tool to track scholar movement in the building. The ability to pre-schedule academic intervention time for AIM is going to support scholars with make-up work, during school tutoring/mentoring and support our goal of 70% ACT growth goals met!



Tulsa Honor Academy High School

Quote #24247

Quote Expires: July 31, 2025

SmartPass Pro Plan \$3,711.10

Includes Detected Encounters, Emergency Mode, Missed Class Time, and Parent Accounts.

Flex \$1,764.10

ID Cards \$0.00

Subtotal \$5,475.20

Total \$5,475.20

\$9.28 x 590 students

1 Year: July 1, 2025 - June 30, 2026

Ready to Purchase?

Email billing@smartpass.app to submit a Purchase Order or pay with a credit card.

10,000+ Principals and School Leaders Use SmartPass Every Day



SmartPass Terms of Service: For SmartPass products, by submitting a payment or purchase order, and through your ongoing use of the SmartPass services, you agree to the SmartPass Terms of Service available at smartpass.app/terms and Privacy Policy available at smartpass.app/privacy. The Terms of Service and Privacy Policy are hereby incorporated by reference and such Terms of Service and/or Privacy Policy may be updated at any time.

If you need a W-9, you can view it at smartpass.app/w9

For your convenience, pay via ACH using the following details:

Beneficiary Information

Name: SmartPass Inc.

Account Number: 5500374698

Account Type: Checking

Address: Dept. 434, P.O. Box 4458, Houston, TX 77210-4458

Receiving Bank Details

ABA Routing Number: 084201278

Bank Name: Cadence Bank

Bank Address: Tupelo, MS

Coversheet

Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a pre-construction agreement with GPRS for the Jones Elementary facility project.

Section: II. Consent Agenda

Item: K. Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a pre-construction agreement with GPRS for the Jones Elementary facility project.

Purpose:

Submitted by:

Related Material: THA Facilities, LLC - GPRS - 7_16_2025 to 6_30_2026.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	THA Facilities, LLC - GPRS
Description of Service:	GPRS will work alongside the Atlas team to perform underground utility detection for the Jones Elementary Facility project.
Jurisdiction or Governing Law:	Ohio
Term of contract:	7/16/2025 to 6/30/2026
Funding Source:	General Fund
Total Cost:	\$4,400.00
THA Signer:	Chief Executive Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires N/A days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	THA Facilities LLC Proposal

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

N/A



PROPOSAL



IN PURSUIT OF **100%** SUBSURFACE DAMAGE PREVENTION



UTILITY LOCATING



CONCRETE IMAGING



3D LASER SCANNING



VIDEO PIPE INSPECTION



MAPPING & MODELING



LEAK DETECTION

GPRS Intelligently Visualizes The Built World® above and below ground for customers who need accurate, efficient damage prevention, existing condition as-built documentation, or project & facility management tools. Our elite nationwide team of Project Managers are experts in locating buried infrastructure, reality capture, and mapping – delivered via SiteMap®, our digital visualization software platform, **with a 99.8% accuracy rate in utility locating and concrete imaging** – thanks to our industry-leading Subsurface Investigation Methodology (SIM).

**INTELLIGENTLY
VISUALIZING**
THE BUILT WORLD®



June 30, 2025

Client: THA FACILITIES LLC**Project Address:** 1515 South 71st East Avenue Tulsa, OK 74112**Quote Number:** GPRSQUOTE-214020**GPRS Opportunity Name/Number:** 1515 S 71st E Ave, Tulsa- Utility locate**Submitted By:**

Rachel Sanchez

To schedule, please email:

oklahomainfo@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. We encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact us if you have any questions or need additional information. Visit [here](#) for an overview of our industry-leading best practices.

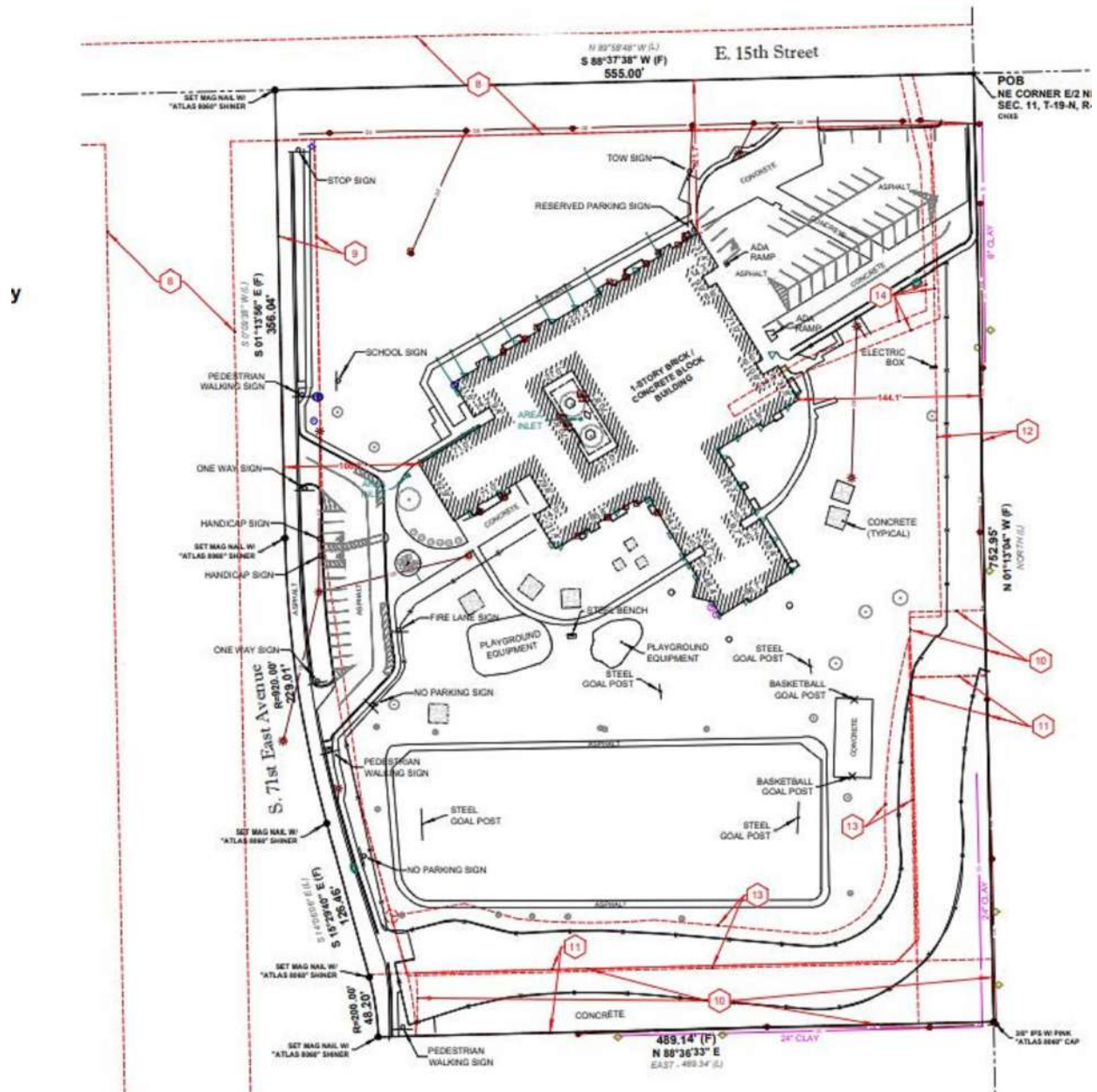
SCOPE OF WORK

Underground Utility: We understand the scope of work on this project is to search for underground utilities in the areas defined by the client which total up to 7.4 acres. We will attempt to trace any utilities for which structures are visible from the work area. Utilities will be marked on the surface using paint, pins, flags, or other appropriate means. The client will be responsible for providing drawings or notifying GPRS of any utilities entering the work area for which there are no apparent surface features or structures visible from the work area. To avoid additional charges, the areas should be laid out, marked, and cleared of obstructions before our arrival. Please visit www.simspec.org for an overview of our industry-leading best practices that will be applied to this project.

- GPRS is not responsible for housekeeping. Any debris, equipment, or other obstructions in the area at the time of scanning could potentially block out needed data.
- A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).
- All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.

EQUIPMENT

- **Underground Scanning GPR Antenna.** This GPR Antenna uses frequencies ranging from 250 MHz to 450 MHz and is mounted in a stroller frame that rolls over the surface. Data is displayed on a screen and marked in the field in real-time. The surface needs to be reasonably smooth and unobstructed to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the efficacy of GPR. The total effective scan depth can be as much as 8' or more with this antenna but can vary widely depending on the soil conditions and composition. Some soil types, such as clay, may limit maximum depths to 3' or less. As depth increases, targets must be larger to be detected, and non-metallic targets can be challenging to locate. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** This receiver can passively detect the signals from live AC power or radio signals traveling along some conductive utilities. Operators can connect a transmitter directly to accessible metallic pipes, risers, or tracer wires to generate a current at a specific frequency. The receiver can then detect the resulting signal along the pipe or tracer wire. Various factors may impact this device's effectiveness, including (but not limited to) access to the utility, conductivity, grounding, and interference from other utilities. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Traceable Rodder.** The rodder consists of a copper wire encased in fiberglass. This device is pushed through a pipe with direct access, such as a sewer line at a cleanout or a storm drain catch basin. Operators then induce a current on the wire and trace the signal from the surface. The maximum traceable depth is 10' depending on the soil conditions, and the maximum distance is 200'. Inserting the rodder into deeper pipes within manholes may not be feasible depending on site conditions. GPRS will not access electrical conduits. The signal is not detectable through metallic pipes. For more information, please visit: [Link](#)
- **GPS.** This handheld unit offers accuracy down to 4 inches; however, the accuracy achieved will depend on the satellite environment at the time of collection and is not considered survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)

Supporting Documentation



PROJECT COSTS

SERVICE	DESCRIPTION
FIELD SERVICES	Described on Page 2
JOB SUMMARY REPORT	PDF including a brief description of equipment used, findings, limitations, and site photos sent at the conclusion of every job.
GPS MAP	Findings will be collected with GPS and displayed with an aerial image background. Results are not survey-grade accuracy. See example: Link
SITEMAP® PERSONAL LICENSE	Findings will be collected with GPS and made available on SiteMap to access the automated deliverable PDF Map, KMZ, SHP files and map viewer access on SiteMap. Results are not survey-grade accuracy. For more information, please visit: Link
MOBILIZATION	
TOTAL	\$4,400.00

GENERAL TERMS & CONDITIONS

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and the Authorized User License Agreement for SiteMap® Accounts at [Link](#) and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail.

- Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
- It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, removing and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
- GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. The customer acknowledges understanding that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed. Data collected during may only be suitable for use within the scope of this proposal.
- If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer's responsibility to provide adequate traffic control to allow GPRS' personnel to safely and efficiently work in the road/street.
- Time-on-site in excess of 8-hours will be billed at overtime rates.
- This price assumes that we will be given access to perform the work during normal, weekday business hours. Work performed outside of 6am-5pm Monday-Friday will be billed at overtime rates.
- These rates assume that there are no certified payroll or prevailing wage requirements for this work. If GPRS receives notice that any of these conditions exist, there will be additional costs.
- If this proposal is not accepted within 90 days of June 30, 2025, then the pricing may be subject to review.
- If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500 per requested technician.
- If your project is in WV, SD, NM, or HI: State sales tax is not included in the total on this proposal, but will be included on the invoice.
- Payment Terms are Net 30; or as specified if a current Master Service Agreement is in place.

ACCEPTED AND AGREED

Print Name: _____ Signature: _____ Date: _____

Company Phone/Email: _____ PO #: _____ Job #: _____

Coversheet

Approval of Amended BravenX MOU for 2025-2026

Section:	II. Consent Agenda
Item:	L. Approval of Amended BravenX MOU for 2025-2026
Purpose:	
Submitted by:	
Related Material:	BravenX - 7_7_2025 to 7_1_2026 [Amended].pdf

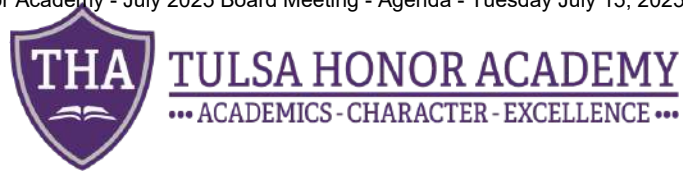

CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	BravenX
Description of Service:	BravenX is a semester long program and professional mentoring support for up to 6 months after graduation, focusing on soft skills needed in the professional workplace and networking for internships and post-graduation jobs.
Jurisdiction or Governing Law:	State Of Delaware
Term of contract:	7/1/2025 to 6/30/2026
Funding Source:	College Readiness
Total Cost:	\$2,000 (\$7,000 in program fees and half of stipend fees paid for by CSGF)
THA Signer:	Chief Executive Officer
Contract Type:	Renewal If Renewal, price change notes: This year a minimum fee is required regardless of under-enrollment and course under-completion.
Termination Clause:	This MOU may be terminated by either Party only by giving at least one hundred and twenty (120) days' prior written notice to the other Party prior to the start of the upcoming semester. Should the MOU be terminated, the Parties agree that any undisputed funds owed to the other will be paid within sixty (60) business days.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	Braven will provide a 14-week virtual fellowship program focused on career readiness that includes an online curriculum and skills development ("BravenX") for Recipient student participants currently enrolled as sophomores, juniors, or seniors in a four-year university and in good academic standing (the "Eligible Enrollees") that are designated by Braven as Enrollees in accordance with the terms of Exhibit A (the "Enrollees").

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

Participating alumni from last year's cohort reported a boost in resume and job interview skills, as well as in soft skills such as communication, teamwork, and public speaking. BravenX is focused on providing networking opportunities, professional skills, and personal development in a concentrated format. This program will help our alumni develop the soft skills necessary to support their academic training in order to graduate with a strong first job in their field. 91% of



Braven Fellows graduate on time, 14% higher than the national average. Braven Fellows have a mean salary of \$56,777, with 69% of recent Braven graduates being in roles aligned with their long-term career interests. This program is sponsored by Charter School Growth Fund and has seen amazing results across the nation. This partnership would directly impact our alumni by teaching the soft skills needed to make them a well rounded applicant for the work force.



Table of Contents - Exhibits

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[Exhibit E - Licensed Trademarks](#)

The following is a Memorandum of Understanding (this “MOU”) entered into between BRAVEN, INC. (f/k/a “Beyond Z, Inc.”), a Delaware non-profit at 100 N. LaSalle Street, Suite 310, Chicago, IL 60602 (“Braven”), and Tulsa Honor Academy located at 1421 S. Sheridan Rd. Tulsa, OK 74112 (“Recipient”), a each a “Party”, and collectively the “Parties” and is effective as of July 1, 2025 (“Effective Date”). This document outlines the collaboration between Braven and Recipient, pursuant to which the Parties will operate through June 30, 2026, unless further extended by both Parties in writing.

Now, therefore, Braven and Recipient agree to the following:

Braven agrees that it will provide services and materials to launch and operate the 14-week BravenX Career and Leadership Accelerator, to students enrolled in the BravenX Career & Leadership Accelerator (the “Accelerator Course”) starting in the Fall 2025 semester of the 2025-2026 academic year and will provide those services up until and through the Spring 2026 semester. Both Parties agree that the Accelerator Course will be a virtual, synchronous course comparable to the workload of a 3-credit academic course, for which students will earn a \$500 stipend upon successful completion of the course. This course will be offered to students currently enrolled as sophomores, juniors, or seniors in a four-year university (the “Eligible Enrollees”) that are designated by Braven as Enrollees in accordance with the terms of Exhibit A (the “Enrollees”).

Recipient agrees to take all reasonable actions to support Braven in all related policies and procedures as outlined in this MOU.

Braven and Recipient agree to collaborate to implement BravenX, which shall comprise a virtual comprehensive curriculum and skills development program including weekly learning labs, leadership coaching, and online job skill development tools. The Parties will abide by specific price and payment terms and any other conditions noted in the payment addendum attached to this MOU as “Exhibit A,” and to additional terms and conditions attached to this MOU as “Exhibit B”, “Exhibit C,” and “Exhibit D.” The terms and conditions marked as Exhibits A, B, C, and D



attached to this MOU are hereby incorporated and made a part of this MOU. In the event that the body of this MOU and the Exhibits contain conflicting provisions, the Exhibits shall prevail.

This MOU is for a term of one year commencing on the Effective Date, and ending on June 30, 2026, unless otherwise terminated in accordance with this MOU. This MOU may be supplemented or amended in writing with any mutually agreed upon modifications or amendments as an exhibit or restated agreement, as appropriate. This MOU may be terminated by either Party only by giving at least one hundred and twenty (120) days' prior written notice to the other Party prior to the start of the upcoming semester. Should the MOU be terminated, the Parties agree that any undisputed funds owed to the other will be paid within sixty (60) business days.

To ensure alignment, the Parties will meet four times per academic year to share progress and feedback on the partnership.

No Partnership or Joint Venture. While the Parties are engaged in a collaborative relationship, they are neither partners nor joint venturers with each other, and nothing in this MOU shall be construed to make them such partners or joint venturers, or impose any liability as such on either of them, and neither shall have the power to bind or obligate the other except as set forth herein.

PERSONNEL. Braven shall provide and devote to the performance of this MOU such employees, representatives, and other personnel (including volunteers identified by Braven), in each case, as Braven shall deem appropriate for the furnishing of the services required hereunder.

BRAVEN AS INDEPENDENT CONTRACTOR. The Parties agree that Braven shall perform services hereunder as an independent contractor, retaining control over and responsibility for its own operations and personnel. Neither Braven nor its directors, officers, employees or personnel shall be considered employees or agents of Recipient as a result of this MOU nor shall any of them have authority to contract in the name of or bind Recipient, except as expressly agreed to in writing by Recipient.

INTELLECTUAL PROPERTY

1. IP Ownership.

"Intellectual Property" shall mean intellectual property or proprietary rights of any kind (in any jurisdiction), including: (i) trademarks, service marks, trade names, logos, trade dress, domain names and applications to register the same ("Trademarks"); (ii) inventions (whether or not patentable or reduced to practice), patents and patent applications (including utility patents and design patents); (iii) trade secrets, know-how and proprietary information; (iv) copyrights and



registrations of, and applications to register the same; and (v) software of any type and rights therein, user interfaces, databases, collections of data and data and rights therein. Recipient hereby acknowledges that BravenX and its materials related thereto are the Intellectual Property of Braven. Except with respect to Braven's Trademarks as addressed below, and except for Recipient's use of marketing materials provided by Braven solely to market BravenX and recruit Eligible Enrollees during the Term, Recipient shall not, without the express written consent of Braven, use, reproduce, display publicly, perform publicly, distribute, or prepare derivative works of Braven's Intellectual Property.

The Parties hereby acknowledge that both Parties may independently create or may have independently created similar content and proprietary materials related to their respective career and leadership development curricula, including skills building, internship, and career coaching and mapping programs. For the avoidance of doubt, the mere existence of such similar content or proprietary materials shall not be construed as evidence of infringement upon a Party's intellectual property rights or other breach of this Agreement.

2. Grant of License.

Braven hereby grants to Recipient a non-exclusive, non-transferable, limited license to use the Trademarks owned by Braven, and Recipient hereby grants to Braven a non-exclusive, non-transferable, limited license to use the Trademarks owned by Recipient, in each case as permitted by this paragraph. Each Party is permitted to use the other Party's Trademarks that are set forth in Exhibit D, as such Trademarks are displayed therein, in relation to the services set forth in this MOU, including on materials prepared for: (i) the Eligible Enrollees; (ii) financial contributors and supporters of the respective Party; and (iii) marketing and promoting Braven and BravenX. Except for the licenses granted to each other's Trademarks, neither Party shall be deemed to have any other license, either express or implied, to any Intellectual Property owned by the other Party, by virtue of this MOU. The licenses granted herein shall commence on the Effective Date. The license granted to Recipient shall continue until the Term has ended. The license granted to Braven shall continue perpetually, but after the Term has ended, Braven's license to use Recipient's Trademarks included in Exhibit D shall be limited to the purposes of referencing the fact that Braven has offered and provided services to Recipient and the Enrollees.

CONFIDENTIALITY. Except with the consent of the other Party, neither Party shall disclose, copy or use, other than in conjunction with the purposes of this MOU, any Confidential Information of the other Party. "Confidential Information" means any information of a confidential and proprietary nature revealed by or through a Party (the Party disclosing Confidential Information, or on behalf of whom Confidential Information is disclosed, the "Disclosing Party") (whether in writing, orally, electronically or by another means) to the other Party (the Party receiving such Confidential Information, the "Receiving Party") in connection with this MOU. "Confidential Information" does not include information that (a) is or becomes generally available



to the public other than as a result of a disclosure by the Receiving Party, its Representatives (as defined below) or anyone to whom the Receiving Party or its Representatives discloses such information in violation of this MOU; (b) was lawfully within the Receiving Party's possession prior to it being furnished to the Receiving Party or its Representatives by or on behalf of the Disclosing Party, provided, that such information is not, to the Receiving Party's knowledge, subject to another confidentiality agreement with or other obligation of secrecy to the Disclosing Party with respect to such information; (c) is obtained from a third party who is not, to the Receiving Party's knowledge, subject to another confidentiality agreement with or other obligation of secrecy to the Disclosing Party with respect to such information; (d) was independently developed by the Receiving Party or its Representatives without use or reference to the Confidential Information; or (e) has been approved in writing for public release or disclosure by the Disclosing Party.

Each Party will use at least the same degree of care to protect the Confidential Information of the other Party as it would use to protect its own Confidential Information of a similar nature, but in no event less than reasonable care. Each Party may disclose Confidential Information to those of its employees, agents, and contractors who have a need to know such information and who are bound by confidentiality obligations at least as protective as those contained herein (such persons, a Party's "Representatives"), or as required by state and federal law.

INDEMNIFICATION; LIMITATION OF LIABILITY; REMEDIES. The Parties agree that, unless otherwise expressly precluded by applicable law, Recipient shall indemnify, defend, and hold harmless Braven for any claims, suits, controversies, actions, causes of action, crossclaims, counter-claims, demands, debts, damages, claims for costs and attorneys' fees, losses or liabilities of any nature whatsoever in law and in equity, whether known or unknown or suspected or unsuspected (each, a "Claim") (i) asserted by Braven resulting from the gross negligence, fraud or willful misconduct (including any willful breach of the terms hereof) of Recipient or its officers, agents or employees acting within the course and scope of their employment or authority, as applicable or (ii) asserted by a third party (including any Eligible Enrollees) against Braven unless such third party claim results from or arises out of Braven's gross negligence, fraud or willful misconduct.

Each Party consents to the issuance of an injunction or the enforcement of other equitable remedies against such Party upon the establishment of any actual or threatened breach of this MOU by such Party by a court of competent jurisdiction, without the posting of any bond or other security, to compel specific performance of the terms of this MOU. Recipient's remedies set forth in this "Indemnification; Limitation of Liabilities; Remedies" section, together with Recipient's right to terminate the MOU as expressly set forth above, shall be Recipient's sole and exclusive remedies for actual or threatened breaches of this MOU by Braven.

Other than with respect to a Claim arising as a result of Braven's gross negligence, fraud or willful misconduct, Recipient will not be entitled to seek or collect any monetary damages from



Braven. Recipient shall not claim or seek to recover, and Braven will not be liable for, any consequential, liquidated, punitive, exemplary or special damages.

ENTIRE AGREEMENT. This MOU represents the entire agreement of the Parties with respect to its subject matter. Any and all prior discussions or agreements with respect hereto are merged into and superseded by the terms of this MOU. This MOU may be modified or amended only in writing signed by both Parties which expressly refers to this MOU and states an intention to modify or amend it. No such amendment or modification shall be effected by use of any purchase order, acknowledgment, invoice or other form of either Party and in the event of conflict between the terms of this MOU and any such form, the terms of this MOU shall control.


GOVERNING LAW. This MOU shall be interpreted in accordance with the laws of the State of Delaware without regard to the application of any choice-of-law rules that would result in the application of another state's laws. EACH PARTY TO THIS MOU HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. DISTRICT COURT OR DELAWARE STATE CHANCERY COURT LOCATED, IN EACH CASE, IN WILMINGTON, DELAWARE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS MOU OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER SUCH ACTIONS OR PROCEEDINGS ARE BASED IN STATUTE, TORT, CONTRACT OR OTHERWISE), SHALL BE LITIGATED IN SUCH COURTS; PROVIDED THAT BRAVEN SHALL BE ENTITLED TO SEEK LEGAL OR EQUITABLE RELIEF IN RESPECT OF RECIPIENT'S ACTUAL OR ALLEGED BREACH OF THE "INTELLECTUAL PROPERTY" AND/OR "CONFIDENTIALITY" SECTIONS OF THIS MOU IN ANY COURT OF THE U.S. OR ANY STATE HAVING JURISDICTION. EACH PARTY (A) CONSENTS TO SUBMIT ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH ACTIONS OR PROCEEDINGS, (B) AGREES THAT IT SHALL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT, AND (C) AGREES THAT IT SHALL NOT BRING ANY SUCH ACTION OR PROCEEDING IN ANY COURT OTHER THAN SUCH COURTS. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE AND IRREVOCABLE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON-APPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH ACTIONS OR PROCEEDINGS.

[Signature Pages Follow]




AGREED:

TULSA HONOR ACADEMY

SIGNED 
PRINT Elsie Urueta
TITLE Founder and CEO
DATE 06 / 26 / 2025

BRAVEN, INC.

SIGNED 
PRINT Jonathan Chaparro
TITLE Executive Director, Innovation & Head of Chicago Region
DATE 07 / 07 / 2025



Braven/ Recipient MOU

Exhibit A - Payment Addendum

Fees-For Service.

- 1) Designation of Enrollees. Upon registering for BravenX, Eligible Enrollees will be considered Enrollees.
- 2) Recipient Fee. To share the costs of program delivery, Recipient shall pay Braven a fee as described in Exhibit C to provide the services described in Exhibit B. Such fee grants each enrolled student premium access to the Braven proprietary online portal (full access and dedicated coaching and support) during the semester they participate in the Accelerator Course. Post-Accelerator Fellows will have access to Accelerator Course content as well as all Post-Accelerator Services from the date of enrollment in the course up until six months post-graduation. The fee sent to Braven by Recipient will be in the amounts listed in Exhibit C.
- 3) Invoicing. Braven will send an invoice for such fees once per semester that students are enrolled in the Accelerator. Each invoice will be equal to the total fees listed for that semester and payment in Exhibit C. All invoices must be paid within 30 days.
- 4) Non-refund. After payment of the above referenced invoice, Braven shall not provide any refunds of the fees paid by Recipient for Braven services described in this MOU.



Braven/ Recipient MOU

Exhibit B - Collaboration Terms and Conditions

Braven Services.

During the term, Braven will deliver the following services:

- 1) Student Enrollment Support: Braven will provide co-branded recruitment and marketing materials, attend Recipient events as available, and support other outreach to the extent needed to support Recipient's enrollment strategies for student enrollment in the Accelerator Course. Braven will host routine check-ins for Recipient's point person(s) on student recruitment. Braven will provide weekly registration updates. Braven will also directly enroll Eligible Enrollees who are approved for enrollment by Recipient.
- 2) Online Portal Services. Braven will ensure each Enrollee has an account on Braven's proprietary online portal (MyBraven and Canvas) to access course and post-course support from Braven. Via Canvas, students can engage in online learning modules focused on career preparation and leadership development competencies, submit and see feedback on assignments, and interact with facilitators. Additionally, throughout the Term, Braven will ensure students have the necessary information and support they need to engage and make progress in the online and live components of BravenX through a variety of strategies (e.g., portal announcements, text message reminders, virtual help desk).
- 3) Live Virtual Services.
 - a) Braven will ensure all Enrollees have access to the live virtual (over Zoom or equivalent medium) experiences of BravenX, including:
 - i) Weekly "Learning Lab" sessions with their cohort and Leadership Coach to practice and discuss career preparation and leadership skills introduced in the online Portal;
 - ii) Individual and larger-group events to build and strengthen professional networks, develop skills, and gain exposure to various industries and professional settings; and
 - iii) At least one individual coaching and mentoring session with their Leadership Coach to review resumes, set personalized goals, make plans, and review progress.
 - b) Enrollees who complete BravenX will become "Post Accelerator Fellows" and gain access to additional opportunities and support through six months after their college graduation, including continued access to the online Portal and events for Post Accelerator Fellows. This includes:
 - i) Language to add to their LinkedIn profile confirming completion of the BravenX Accelerator;
 - ii) Access to the bi-weekly Braven Opportunities Newsletter, which lists open internships, jobs, and more, and the ability to be referred to opportunities by Braven;
 - iii) Admittance to the closed Braven National Network on LinkedIn;



- iv) Access to Braven's Career Communities, which are industry-specific pathways that connect Fellows to relevant resources, opportunities, and experience in their particular field of interest
 - v) Access to the Professional Mentor Program, Ready to Launch Bootcamp, and additional career preparation supports
 - vi) Access to personalized career coaching, interview prep, resume review, opportunity sources, and more via their assigned Workforce Development team member
 - c) Notwithstanding any other provision of this MOU, Braven may provide any services contemplated under this MOU through any alternative virtual format or other equivalent medium to the extent determined by Braven in its reasonable discretion to be necessary or advisable as a result of COVID-19, any other pandemic or widespread public health emergency or other extraordinary circumstance.
- 4) Talent Recruitment, Training, and Support. Braven will be responsible for recruiting, training, and supporting all the human capital required to effectively deliver BravenX, including volunteer Leadership Coaches, Teaching Assistants, and other volunteers (e.g., guest speakers, mock interviewers, capstone judges).
- 5) Data Collection, Transfer, and Sharing:
- a) *Enrollment Data.* Braven will provide Recipient with lists of Enrollees, including their first and last names, telephone numbers, and email addresses. Braven will collect information directly from students through surveys and other methods and share Enrollee information with Recipient that may include:
 - i) Demographic: race/ethnicity identity, gender identity, self-identified income status, self-identified first-generation status, Pell recipient status, age, and/or address; and
 - ii) Academic: colleges attended, start and anticipated end university terms, college major and minor, college GPA
 - b) *Analysis of our impact and results.*
 - i) Braven will be responsible for sharing student-level and aggregate analysis of short-term outcomes such as course progress, attendance and completion, and student success across key benchmarks such as internship attainment.
 - ii) For partners with less than 100 course completers, Braven will be responsible for sharing aggregate analysis of medium-term outcomes such as participation in post-course programming, internship attainment, and strong job attainment (1-2 times per year depending on given outcome.)
 - iii) For partners with 100 or more course completers, Braven will be responsible for sharing partner-level analysis of medium-term outcomes such as participation in post-course programming, internship attainment, and strong job attainment (1-2 times per year depending on given outcome.)



- iv) Notwithstanding any other provision in this MOU, Braven will not share disaggregated, student-level, or personally identifiable data without explicit written consent from participants to share such identifiable data with Recipient or other third parties.
- c) *Permitted Use.* In no event shall Recipient sell or commercialize any data, whether de-identified or identifiable, for profit-making purposes.
- d) *Safeguards and Notification.* Transmissions of any personally identifiable participant data by either Party shall be by secure electronic transfer.
- e) *Publication.* Recipient shall not disclose any personally-identifiable information received pursuant to this MOU in any draft or final publication without the express written permission of the participant.
- f) *Limitation of Liability.* In no event will Braven be liable for any use or disclosure of such data, whether de-identified or identifiable, by Recipient or Recipient's representatives, agents, or contractors, or for any claims, damages, losses, or liabilities, of whatsoever kind or nature, which may arise out of or in connection with the use or disclosure of such data by Recipient or Recipient's representatives, agents, or contractors.

Recipient Collaboration Responsibilities.

During the Term, Recipient will deliver the following services:

- 1) Recruitment Liaison(s). One or more Recipient administrators will serve as the official Recruitment Liaison(s) to Braven, with responsibilities including but not limited to:
 - a) Utilizing the BravenX Recruitment Guide to market and recruit eligible Enrollees for BravenX based on the enrollment targets in Exhibit C.
 - b) Reviewing weekly recruitment update emails on progress-to-goals
 - c) Approving Enrollees on a weekly basis during the recruitment period (unless otherwise agreed upon with Braven)
 - d) Participating in calls with Braven to troubleshoot progress-to-goals or recruitment tactics as needed
 - e) Attending mid- and end-semester debrief meetings with Braven to reflect on outcomes and partnership
- 2) Course Engagement Liaison(s). One or more Recipient administrators will serve as the Course Engagement Liaison(s) to Braven, with responsibilities including but not limited to:
 - a) Reviewing weekly course engagement update emails on individual Fellow attendance and academic progress (no action required of Recipient)
 - b) Attending mid- and end-semester debrief meetings with Braven to reflect on outcomes and partnership
- 3) Surveys. Recipient agrees to participate in post program feedback sessions and participate in any surveys conducted by Braven.



Braven/ Recipient

Exhibit C - Enrollment & Fees

Recipient will pay according to the total fee schedule below. Recipient has agreed to raise the funds for these costs.

- The **Minimum Fee** is the fee that the partner will pay at the end of every semester **regardless of course under-enrollment or course under-completion.**
 - The Minimum Fee is equal to 75% of the Program Fee for that semester.
 - If the Program Fee is equal to or higher than the Minimum Fee at the end of the semester, then the Minimum Fee is replaced by the Program Fee.
 - ***As part of the final year of the BravenX/Charter School Growth Fund (CSGF) grant, CSGF is responsible for this fee in FY26.***
- The **Program Fee** is the fee that the partner will pay at the end of every semester based on their actual number of course completers at the end of the semester.
 - The Program Fee is equal to \$500 per course completer.
 - This fee covers the cost of Braven providing 2-3 years course and post-course support to each Fellow.
 - ***As part of the final year of the BravenX/Charter School Growth Fund (CSGF) grant, CSGF is responsible for this fee in FY26.***
- The **Stipend Fee** is the fee that the partner will pay at the end of every semester based on their actual number of course completers who are ALSO eligible for the stipend.
 - The Stipend Fee is equal to \$500 per Fellow who meets stipend eligibility criteria (minimum 70% course grade and minimum 70% attendance at the end of the semester.)
 - This fee is charged to the partner, but Braven will disburse stipends directly to Fellows & invoice the partner thereafter.
 - ***As part of the final year of the BravenX/Charter School Growth Fund (CSGF) grant, this fee is reduced to \$250 in FY26.***
- **Over-Enrollment and/or Over-Completion Fees:**
 - Braven and the partner agree that Braven incurs additional Program Fee and Stipend Fee costs for each additional course completer/stipend earner (beyond Target # of Course Completers below).
 - Braven staff will monitor & keep the partner informed weekly about actual # of Enrollees at LL1.
 - If excess demand from prospective Fellows exists, Braven staff will request written approval from partner to enroll (or otherwise waitlist/defer) any student above the Target # Enrollees at LL1 below.
 - If the partner approves over-enrollment **and** if this results in more Course Completers/Stipend Earners at LL14 than listed below, then the partner agrees to



pay the Program Fee (and Stipend Fee, if eligible) for every additional completer in their semester invoice.

	Target # Enrollees at LL1*	Target # Enrollees at LL3*	Target # of Course Completers/ Stipend Earners at LL14	Estimated Program Fee	Estimated Stipend Fee	Estimated Total Fee	Minimum Fee
FY26 Fall 2025	5	5	4	n/a**	\$1,000**	\$1,000	\$750
FY26 Spring 2026	5	5	4	n/a**	\$1,000**	\$1,000	\$750
FY26	10	10	8	n/a**	\$2,000	\$2,000	\$1,500

**For new partners in FY26, the Target # of Enrollees at LL1 and Target # of Enrollees at LL3 is calculated based on the most recent retention rates from FY25 across all partners (average.)*

**For returning partners in FY26, the Target # of Enrollees at LL1 and Target # of Enrollees at LL3 is calculated based on the specific partner's most recent retention rates from FY25.*

***As part of the final year of the three-year BravenX/Charter School Growth Fund grant, the stipend fee is reduced to \$250 in FY26. In FY27 and beyond, the listed price is the typical per-student cost of BravenX (Program Fee and Stipend Fee.)*



Braven/ Recipient

Exhibit D - Calendar

Fall 2025		Spring 2026	
5/5/25	Fellow Registration Opens	9/8/25	Fellow Registration Opens
8/1/25	Fellow Registration Closes	12/12/25	Fellow Registration Closes
9/2/25	Accelerator Course Starts	1/20/26	Accelerator Course Starts
9/30/25	Semester Invoice Sent	2/13/26	Semester Invoice Sent
10/30/25	Semester Invoice Due	3/13/26	Semester Invoice Due
12/12/24	Accelerator Course Ends	4/30/26	Accelerator Course Ends



Braven/ Recipient MOU

Exhibit E - Licensed Trademarks

Licensed Braven Trademarks.








Licensed Recipient Trademarks.





Title	BravenX - Contract for Signature 25-26
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

Document History

 SENT	06 / 26 / 2025 16:47:36 UTC	Sent for signature to Elsie Urueta (eurueta@tulsahonor.org) and Jonathan Chaparro (jonathan@bebraven.org) from contracts@tulsahonor.org IP: 207.162.137.226
 VIEWED	06 / 26 / 2025 18:04:59 UTC	Viewed by Elsie Urueta (eurueta@tulsahonor.org) IP: 207.162.137.226
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Title	BravenX - Contract for signature
File name	BravenX_-_Contrac...gnature_25-26.pdf
Document ID	5b9cfaff97bd8ea24ec56188b6e4030a2afafd21
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Document History

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 COMPLETED	07 / 07 / 2025 10:48:54 UTC-5	The document has been completed.

Coversheet

Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a contract with Starr Specialty Lines Insurance Agency LLC for the Jones Elementary facility project.

Section: II. Consent Agenda

Item: M. Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a contract with Starr Specialty Lines Insurance Agency LLC for the Jones Elementary facility project.

Purpose:

Submitted by:

Related Material:

THA Facilities, LLC - Starr Specialty Lines Insurance Agency, LLC - 7_21_2025 to 7_21_2026.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	THA Facilities, LLC - Starr Specialty Lines Insurance Agency, LLC
Description of Service:	Property Insurance for Jones Elementary Facility Project
Jurisdiction or Governing Law:	Illinois
Term of contract:	7/21/2025 to 7/21/2026
Funding Source:	General Fund
Total Cost:	\$28,561.08
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires N/A days notice to terminate.
Term:	Term is one year but crosses fiscal years
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

N/A



Amwins Insurance Brokerage, LLC
 909 E Republic Rd
 Suite E200
 Springfield, MO 65807
 amwins.com

Rich & Cartmill, Inc.
 2738 East 51st Street
 Suite 400
 Tulsa, OK 74105-6228

RE: Tulsa Honor Academy

PROPERTY QUOTATION

Please find the attached quotation for Tulsa Honor Academy. Here is a summary of the terms and conditions:

INSURED: Tulsa Honor Academy

MAILING ADDRESS: 1421 S Sheridan Rd
Tulsa, OK 74112

CARRIER: Starr Surplus Lines Insurance Company (Non-Admitted)

PROPOSED POLICY PERIOD: From 7/21/2025 to 7/21/2026
12:01 A.M. Standard Time at the Mailing Address shown above

QUOTE EXPIRATION DATE: 7/21/2025

POLICY PREMIUM:	Premium	\$25,000.00
	Fees	\$1,900.00
	Surplus Lines Taxes and Fees	\$1,661.08
	Total	\$28,561.08

TRIA OPTIONS: TRIA can be purchased for an additional premium of \$1,000 plus applicable taxes and fees. Signed acceptance/rejection required at binding.

MINIMUM EARNED PREMIUM: 30%

COMMISSION: 10.000% of premium excluding fees and taxes

SUBJECTIVITIES: **Signed/Dated Acord Application – Required to Bind**
Selected/Signed TRIA Form – Required to Bind
Completed/Signed Diligent Effort – Required to Bind
Inspection Contact Name & Phone Number – Required to Bind

SURPLUS LINES TAX SUMMARY

HOME STATE: Oklahoma

FEES:

Fee	Taxable	Amount
Market Inspection Fee	Yes	\$500.00
Amwins Service Fee	Yes	\$1,400.00
Total Fees		\$1,900.00

SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Oklahoma	Surplus Lines Tax	\$25,000.00	\$1,900.00	\$26,900.00	6.000%	\$1,614.00
	SL Transaction Fee	\$25,000.00	\$1,900.00	\$26,900.00	0.175%	\$47.08
Total Surplus Lines Taxes and Fees						\$1,661.08

Important Notice: Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

The attached Quotation from the carrier sets forth the coverage terms and conditions being offered. Please review carefully with your client as terms and conditions may differ from those requested in your submission. It is your responsibility to ensure the quoted coverage terms and conditions are sufficient to meet your client's coverage needs.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

Dustin Bouchard

Associate Broker

T 417.823.3924 | F 877.570.9323 | dustin.bouchard@amwins.com

Amwins Insurance Brokerage, LLC

909 E Republic Rd | Suite E200 | Springfield, MO 65807 | amwins.com

On behalf of,

John Rolf

Executive Vice President

T 417.890.2301 | F 877.570.9323 | John.Rolf@amwins.com

Amwins Insurance Brokerage, LLC

In California: Amwins Brokerage Insurance Services | License 0F19710

909 E Republic Rd | Suite E200 | Springfield, MO 65807 | amwins.com

SURPLUS LINES DISCLOSURE

Oklahoma

Surplus lines contracts are not subject to the protection of any guaranty association in the event of liquidation or receivership of the insurer.



OKLAHOMA – Regulatory Compliance

Producer/Agency must be properly licensed to sell and/or solicit insurance in its state of domicile and in all states in which Producer transacts business. Please provide a valid **Oklahoma Agent license** AND a valid **Oklahoma Agency license** for placement of this risk.

Agent License #: _____ Agency License #: _____

Regulatory documents are required upon binding. We are unable to release a policy number until the required following documents have been received.

- Diligent Effort Form



Diligent Effort Confirmation

Insured: _____ Coverage Type: _____

Insured Address: _____ Policy Period: _____

It is a requirement of the surplus lines licensee to verify that a diligent effort has been made among admitted Insurers writing coverage of this type prior to any non-admitted placement.

1.
Full Insurer Name: _____ NAIC#: _____

Representative Full Name: _____ Date of Declination: _____

Representative Phone: _____ Reason for Declination: _____

2.
Full Insurer Name: _____ NAIC#: _____

Representative Full Name: _____ Date of Declination: _____

Representative Phone: _____ Reason for Declination: _____

3.
Full Insurer Name: _____ NAIC#: _____

Representative Full Name: _____ Date of Declination: _____

Representative Phone: _____ Reason for Declination: _____

I certify that the foregoing statements made by me are true to the best of my knowledge and belief. Below is my license information for the home state determined for this placement.

(Date)

(Licensee Name/License Number)



INSURANCE COMPANIES

Starr Specialty Lines Insurance Agency, LLC
500 West Monroe Street Chicago, IL 60661
Ste 3100

SMALL BUSINESS - QUOTATION

NAMED INSURED: Tulsa Honor Academy

1 of 10

POLICY NUMBER: TBD

MAILING ADDRESS OF INSURED: 10 N. Greenwood, #N207, Tulsa, OK 74120

DESCRIPTION & LOCATION OF PROPERTY INSURED: Vacant School

VALUES: Total Insured Value: \$5,000,000

TERRITORY: United States of America

POLICY TERM: Effective: 7/21/2025 at 12:01 AM
Expiration: 7/21/2026 at 12:01 AM

FORM: PR 001, PR 002, PR 003, PR 004 and accompanying Endorsements as specified

COVERAGE: All Risks of direct physical loss or damage, covering Property Damage and Boiler & Machinery.

POLICY LIMIT OF LIABILITY: \$5,000,000 Any one occurrence excess of Policy deductibles

STARR SPECIALTY PARTICIPATION: 100 %

VALUATION:

This Company's liability for loss under this policy for real and personal property (excluding stock) shall not exceed the smallest of the following amounts:

1. The amount of the policy applicable to the damaged or destroyed property;
2. The REPLACEMENT COST of the property or any part thereof, with identical property or with like, kind and quality of such property on the same premises and intended for the same occupancy and use; or;
3. The amount actually and necessarily expended in repairing or replacing said property, or any part thereof;
4. ACTUAL CASH VALUE if the property is not repaired or replaced within 2 years.
 - a. FINISHED STOCK sold but not delivered, at the Insured's net selling price of such property less all discounts and unincurred expenses to which such property would have been subject had no loss occurred. FINISHED STOCK not sold, at REPLACEMENT COST.
 - b. RAW STOCK and STOCK IN PROCESS, at REPLACEMENT COST with like kind and quality;
 - c. TIME ELEMENT: Actual Loss Sustained.



INSURANCE COMPANIES

Starr Specialty Lines Insurance Agency, LLC
500 West Monroe Street Chicago, IL 60661
Ste 3100

SMALL BUSINESS - QUOTATION

NAMED INSURED: Tulsa Honor Academy

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SUBLIMITS: Sublimits are per occurrence unless shown otherwise.

The following sublimits are part of and not in addition to the Policy Limit of Liability. Sublimits are 100% and are subject to Starr Specialty percentage participation.

<u>EARTH MOVEMENT</u>	NOT COVERED	PER OCCURRENCE AND IN THE ANNUAL AGGREGATE, EXCEPT:
EARTH MOVEMENT in the State of Alaska, California or Hawaii	NOT COVERED	PER OCCURRENCE AND IN THE ANNUAL AGGREGATE, EXCEPT:
EARTH MOVEMENT in the PACIFIC NORTHWEST Seismic Zones (per Appendices A and B)	NOT COVERED	PER OCCURRENCE AND IN THE ANNUAL AGGREGATE, EXCEPT:
The maximum payable for ALL EARTH MOVEMENT losses in any one Policy term shall in no event exceed:	NOT COVERED	
<u>FLOOD</u>	NOT COVERED	PER OCCURRENCE AND IN THE ANNUAL AGGREGATE, EXCEPT:
FLOOD (Including Storm Surge) for any LOCATION wholly or partially situated within an area defined as a Flood Zone A, A1-A30, AE, AH, AO, AR, A99, AOVEL or V, V1-V30 and VE as designated by the Federal Emergency Management Agency (FEMA) in published FLOOD Hazard Base Maps or Flood Insurance Rate Maps	NOT COVERED	PER OCCURRENCE AND IN THE ANNUAL AGGREGATE, EXCEPT:
The maximum payable for FLOOD (including Storm Surge) losses in any one Policy term shall in no event exceed:	NOT COVERED	PER OCCURRENCE AND IN THE ANNUAL AGGREGATE:

SUBLIMITS CONTINUED:

ACCOUNTS RECEIVABLE:	\$250,000
COURSE OF CONSTRUCTION:	\$100,000
DATA PROCESSING:	\$100,000
DEBRIS REMOVAL:	THE GREATER OF 25% OF ADJUSTED DIRECT PROPERTY LOSS OR \$1,000,000
DEMOLITION AND INCREASED COST OF CONSTRUCTION (UNDAMAGED PORTION):	INCLUDED



INSURANCE COMPANIES

Starr Specialty Lines Insurance Agency, LLC
500 West Monroe Street Chicago, IL 60661
Ste 3100

SMALL BUSINESS - QUOTATION

NAMED INSURED: Tulsa Honor Academy

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DEMOLITION AND INCREASED COST OF CONSTRUCTION:	\$500,000
EXTRA EXPENSE:	\$100,000
FINE ARTS:	\$25,000
FIRE AND POLICE DEPARTMENT SERVICE CHARGES:	\$10,000
LEASED OR RENTED EQUIPMENT:	\$25,000
LEASEHOLD INTEREST:	\$100,000
MOBILE EQUIPMENT:	\$10,000
NEWLY ACQUIRED LOCATIONS:	\$250,000
POLLUTION AND CONTAMINATION CLEAN UP:	\$10,000 PER OCCURRENCE AND IN THE ANNUAL AGGREGATE
PROTECTION AND PRESERVATION OF PROPERTY:	\$50,000
SIGNS:	\$10,000
SPOILAGE:	\$25,000
TEMPORARY REMOVAL OF PROPERTY:	\$10,000
TRANSIT:	\$10,000
UNNAMED LOCATIONS:	\$10,000
VALUABLE PAPERS AND RECORDS:	\$250,000
VEHICLES:	NOT COVERED

SUBLIMITS APPLICABLE TO INSURED LOCATIONS THAT ARE VACANT AT TIME OF LOSS:

THEFT	\$100,000
VANDALISM & MALICIOUS MISCHIEF	\$100,000
WATER DAMAGE	\$100,000



INSURANCE COMPANIES

Starr Specialty Lines Insurance Agency, LLC
500 West Monroe Street Chicago, IL 60661
Ste 3100

SMALL BUSINESS - QUOTATION

NAMED INSURED: Tulsa Honor Academy

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<u>BOILER AND MACHINERY</u>	INCLUDED IN POLICY LIMIT OF LIABILITY	ANY ONE ACCIDENT
The following sublimits are part of and not in addition to the Boiler and Machinery Sublimit:		
AMMONIA CONTAMINATION:	\$25,000	ANY ONE ACCIDENT
CONSEQUENTIAL DAMAGE:	\$25,000	ANY ONE ACCIDENT
EXPEDITING EXPENSES:	\$25,000	ANY ONE ACCIDENT
HAZARDOUS SUBSTANCES:	\$25,000	ANY ONE ACCIDENT
WATER DAMAGE:	\$25,000	ANY ONE ACCIDENT

TIME LIMITS:

NO COVERAGE IS PROVIDED BY THIS POLICY BEYOND THE CORRESPONDING TIME LIMIT SPECIFIED BELOW:

CIVIL AND MILITARY AUTHORITY	NOT COVERED
INGRESS/EGRESS	NOT COVERED
NEWLY ACQUIRED LOCATIONS	NOT COVERED
EXTENDED PERIOD OF INDEMNITY	NOT COVERED

DEDUCTIBLES:

ALL DEDUCTIBLES LISTED BELOW ARE PER OCCURRENCE EXCEPT WITH RESPECT TO COVERAGE PROVIDED UNDER THE BOILER & MACHINERY ENDORSEMENT, IF ATTACHED, WHICH SHALL BE ANY ONE ACCIDENT.

PROPERTY DAMAGE: \$5,000

EXCEPTIONS TO ABOVE DEDUCTIBLES:

WATER DAMAGE: \$25,000 PER OCCURRENCE

WIND: 3% SUBJECT TO A \$100,000 MINIMUM PER OCCURRENCE

- If the deductible is specified as a (%) percentage, whether separately or combined, the deductible is calculated as follows:
PROPERTY DAMAGE – **SEE ABOVE%** of the 100% value submitted to and accepted by the COMPANY at the time of loss, of the property insured at the LOCATION where the physical loss or damage occurred.
TIME ELEMENT – **SEE ABOVE%** of the 100% Time Element values that would have been earned in the 12 month period following the OCCURRENCE by use of the facilities at the LOCATION where the loss or damage occurred, plus that proportion of the 100% TIME ELEMENT values at all other LOCATIONS where TIME ELEMENT loss ensues that was directly affected by use of such facilities and that would have been earned in the 12 month period following the OCCURRENCE
- If the deductible is specified in hours or days, liability shall exist only for such part of the determined period of interruption in excess of the first number of hours or days stated above, starting at the time of physical loss or damage.



INSURANCE COMPANIES

Starr Specialty Lines Insurance Agency, LLC
500 West Monroe Street Chicago, IL 60661
Ste 3100

SMALL BUSINESS - QUOTATION

NAMED INSURED: Tulsa Honor Academy

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3. When this POLICY insures more than one INSURED LOCATION, the deductible will apply against the total loss covered by this POLICY in any one OCCURRENCE except that a deductible that applies on a per LOCATION basis, if specified, will apply separately to each LOCATION where the physical damage occurred regardless of the number of Locations involved in the OCCURRENCE.
4. Unless stated otherwise, if two or more deductibles apply to an OCCURRENCE, the total to be deducted will not exceed the largest deductible applicable. If two or more deductibles apply on a per INSURED LOCATION basis in an OCCURRENCE the largest deductible applying to each INSURED LOCATION will be applied separately to each such INSURED LOCATION.
5. If separate Property Damage and TIME ELEMENT deductibles are shown in the Declarations, then the deductible amount(s) shown in the Declarations shall apply separately to each such coverage.
6. The term "TIME ELEMENT" shall be defined as the actual loss sustained due to the necessary interruption of the Insured's NORMAL business operations including but not limited to, loss described in the BUSINESS INTERRUPTION SECTION, if attached, and the following TIME ELEMENT extensions, if endorsed hereon: Contingent Business Interruption, Contingent Extra Expense, Extra Expense, Ingress/Egress, Leasehold Interest, Rental Value, Off Premises Power Business Interruption, but this definition shall not otherwise expand or modify the coverage, if any, provided by this POLICY or its Endorsements.

COINSURANCE: 100% (Waived by Agreed Amount Endorsement)**ADDITIONAL TERMS AND CONDITIONS:**

1. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
2. 30% Minimum Earned Premium.
3. Premium to be paid in full within 30 days of inception.
4. Receipt of the completed and signed Surplus Lines Tax Filing Confirmation form warranting that the broker/agent will accept full responsibility for compliance of the Surplus Lines laws and the collection and remittance of the applicable surplus lines tax and/or stamping fees on 100% of the premium, must be received within 10 days of binding. If the Surplus Lines Filing Confirmation form is not received within 10 days, we reserve the right to cancel the binder and/or any policy issued in connection with the binder.
5. Broker will provide licensing information which will be verified prior to binding. No policies will be bound with a business entity or broker whose license 1) not current and 2) has not been confirmed.
6. Any taxes imposed by virtue of the policy being written by an authorized insurer are the responsibility of the insured and a licensed producer.
7. Business Interruption coverage shall only apply to those locations where Business Interruption values have been declared.
8. 72 Hour Occurrence Definition applies to WIND, FLOOD, EARTH MOVEMENT, Riot, Riot attending a strike, civil commotion and vandalism and malicious mischief.
9. Owned electrical transmission and distribution lines and their supporting structures located beyond 1,000 feet from any Insured premises are excluded.
10. Signed Statement of Property Values to be provided within 30 days of effective date.
11. Completed BI Worksheet within 30 days.



INSURANCE COMPANIES

Starr Specialty Lines Insurance Agency, LLC
500 West Monroe Street Chicago, IL 60661
Ste 3100

SMALL BUSINESS - QUOTATION

NAMED INSURED: Tulsa Honor Academy

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12. Should this quotation be accepted, the Company will authorize BROKER to issue Certificates of Insurance for the policy issued by the Company solely as a matter of convenience or information for the addressee (s) or the holder (s) of said Certificate of Insurance. Any policy issued by this Company may only be amended by an endorsement issued the Company.
13. TRIA Forms due within 15 days of binding or Insured will be billed for Terrorism
14. All requested binding documents must be received no later than 30 days after effective date. If the binding documents are not received, notice of cancellation will be issued.
15. The following Endorsements/Additional Endorsements will attach to and form part of the policy. (additional endorsements may apply that are not listed here):
 - a. Notice To Texas Policy Holder SSPN-018 07 23
 - b. Starr Surplus Lines Insurance Company
Declarations PR 911
 - c. Policy Security Page PR 907
 - d. Common Policy Conditions IL 00 17 11 98
 - e. Commercial Property Conditions CP 00 90 07 88
 - f. Policyholder State Notices PR 908
 - g. Property Coverage Declarations Form PR 001 D (05-12)
 - h. Property Coverage Form General Conditions PR 002 (03/23)
 - i. Property Coverage Form - Property Section PR 003 (02/12)
 - j. Property Coverage Form Business
Interruption Section PR 004 (02/12)
 - k. Advisory Notice to Policyholders (OFAC) IL P 001 01 04
 - l. Accounts Receivable Endorsement PR 006 (02/12)
 - m. Additional Insureds and Loss Payees
Endorsement PR 902
 - n. Agreed Amount Endorsement (Business
Interruption) PR 007 (02/12)
 - o. Agreed Amount Endorsement (Property) PR 008 (02/12)
 - p. Application of Sublimits Endorsement PR 903
 - q. Boiler and Machinery Endorsement PR 012 (07/13)
 - r. Course of Construction Endorsement PR 018 (02/12)
 - s. Communicable Disease Exclusion Starr 04/20
 - t. Demolition & Increased Cost of Construction
Endorsement PR 034 (04/21)
 - u. Data Processing Endorsement PR 023 (03/23)
 - v. Electronic Date Recognition Clause
Endorsement (Combined) PR 024 (03/23)
 - w. Extra Expense Endorsement PR 028 (02/12)
 - x. Fine Arts Endorsement PR 030 (11/16)
 - y. Fire and Police Department Service Charges
Endorsement PR 029 (02/12)
 - z. Leasehold Interest Endorsement PR 037 (02/12)
 - aa. Lender's Loss Payable Endorsement PR 039 (07/13)



INSURANCE COMPANIES

Starr Specialty Lines Insurance Agency, LLC
500 West Monroe Street Chicago, IL 60661
Ste 3100

SMALL BUSINESS - QUOTATION

NAMED INSURED: Tulsa Honor Academy

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bb.	Minimum Earned Premium Endorsement	PR 925
cc.	Mobile Equipment Endorsement	PR 041 (11/16)
dd.	Occurrence Limit of Liability Endorsement	PR 044 (02/12)
ee.	Policy Amendment Endorsement - Territory	PR 906
ff.	Pollution and Contamination Clean-Up Endorsement	PR 049 (02/12)
gg.	Pre-Existing Damages Exclusion	PR 909
hh.	Radioactive Contamination Exclusion	NMA1191
ii.	Rental Value Insurance Endorsement	PR 053 (02/12)
jj.	Replacement Cost Endorsement	PR 054 (09/14)
kk.	Roof Limitation Endorsement	PR 200 (10/20)
ll.	Schedule of Locations Endorsement	PR 056 (09/14)
mm.	Service of Process Clause Endorsement	SIL0005 (07/20)
nn.	Spoilage Endorsement	PR 912
oo.	Standard Mortgage Endorsement	PR 058 (07/13)
pp.	Temporary Removal of Property Endorsement	PR 059 (02/12)
qq.	Terrorism Exclusion (For Certified Acts of Terrorism Under the Terrorism Risk Insurance Act, as amended)	61330 (01/15)
rr.	Terrorism Risk Insurance Act, as amended, Cap on Losses Endorsement	61333 (01/15)
ss.	Total Terrorism Exclusion	61331 (01/15)
tt.	Trade or Economic Sanctions Endorsement	PR 067 (02/12)
uu.	Transit Endorsement	PR 064 (07/13)
vv.	Unnamed Location Coverage Endorsement (Real and Personal Property)	PR 065 (02/12)
ww.	Vacant Property Endorsement	PR 099 (04/21)
xx.	Valuable Papers and Records Endorsement	PR 066 (07/13)
yy.	War and Terrorism Exclusion (as respects Transit)	NMA2918
zz.	Appendix A – New Madrid Seismic Zone	PR 073 (02/12)
aaa.	Appendix B – Pacific Northwest Seismic Zone	PR 074 (02/12)
bbb.	Appendix C - Definition of Tier 1 Wind Counties	PR 075 (09/15)
ccc.	Claims Notice	PR 904

STARR

INSURANCE COMPANIES

Starr Specialty Lines Insurance Agency, LLC
500 West Monroe Street Chicago, IL 60661
Ste 3100

SMALL BUSINESS - QUOTATION

NAMED INSURED: Tulsa Honor Academy

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STARR SPECIALTY TERRORISM PREMIUM (optional):

\$1,000 Plus any State or Local Surcharges, Taxes or Fees, Countersignature Fees (as respects Certified Acts of Terrorism as defined by the Terrorism Risk Insurance Act, as amended).

SECURITY:

Starr Surplus Lines Insurance Company

CANCELLATION:

30 days except 10 days for nonpayment of premium.

THE COMPANY MAY WITHDRAW THIS QUOTATION AT ANY TIME PRIOR TO EFFECTIVE DATE SHOWN ABOVE AND IN NO EVENT WILL IT REMAIN OPEN FOR ACCEPTANCE BEYOND THE EFFECTIVE DATE SHOWN ABOVE. COVERAGE MAY NOT BE BOUND WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE COMPANY.

X 
On Behalf of Starr Specialty Lines Insurance Agency, LLC

STARR

INSURANCE COMPANIES

Starr Specialty Lines Insurance Agency, LLC
500 West Monroe Street Chicago, IL 60661
Ste 3100

SMALL BUSINESS - QUOTATION**NAMED INSURED: Tulsa Honor Academy****10 of 10**

**POLICYHOLDER DISCLOSURE STATEMENT
UNDER
TERRORISM RISK INSURANCE ACT, AS AMENDED**

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays an 80% share of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act.

Please indicate your selection below.

_____ I hereby elect to purchase coverage in accordance with the Act.

_____ I hereby reject coverage and accept the exclusion in accordance with the Act.

Signature of Insured

Date:

Print Name/Title

Coversheet

Approval of American Waste Contract for Lakewood Campus

Section:	II. Consent Agenda
Item:	N. Approval of American Waste Contract for Lakewood Campus
Purpose:	
Submitted by:	
Related Material:	American Waste - 7_16_2025 to 7_16_2026.pdf


TULSA HONOR ACADEMY

... ACADEMICS - CHARACTER - EXCELLENCE ...

CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	American Waste
Description of Service:	Waste services for Lakewood Campus
Jurisdiction or Governing Law:	N/A
Term of contract:	7/16/2025 to 7/16/2026
Funding Source:	General Fund
Total Cost:	Not to exceed \$15,000.00
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires 60 days notice to terminate.
Term:	Term is one year but crosses fiscal years
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

N/A



PO Box 21054
Tulsa, OK 74121-1054
(918) 446-0023
www.americanwastecontrol.com

Integrated Waste & Recycling
SERVICE AGREEMENT

Contract # 0000015251

NON-HAZARDOUS WASTE

☐ New Account ☐ Renewal ☐ Change

☐ Location Change ☐ Other

Billing Address

Name: Tulsa Honor Academy: Lakewood Campus
Street: 209 S Lakewood Ave
City/State/Zip: Tulsa, OK 74112-1713
Contact: Alison Moore
Phone: (918) 324-4768
Fax:
Account: 756156
Start Date: 07/16/2025
P.O. #:

Service Address

Name: Tulsa Honor Academy: Lakewood Campus
Street: 209 S Lakewood Ave
City/State/Zip: Tulsa, OK 74112-1713
Contact: Alison Moore
Phone: (918) 324-4768
Fax:
County: Commercial
Email: accountspayable@tulsahonor.org
Fed ID #:

Scheduled Services

756156 - 0001 - Tulsa Honor Academy: Lakewood Campus - 209 S Lakewood Ave

Qty	Service Code	Service Description	Service Frequency	Monthly Base Rate
1.00	FL08	FRONT LOAD - 8 YD	2 times per week	\$196.22
1.00	FM08	FL MURPH - 8 YD	Weekly	\$90.01
Total				\$286.23

Notes: No Fuel Surcharge - No Extra Fees - Rate Increase Protection: No more than a 5% CPI Service Rate Increase within any given (12) month term. - customer can make changes to Service Frequency at any time. Net (30) payment terms.

The terms & conditions on the reverse side are part of the agreement.

The below listed person warrants that they are authorized to bind their organization to the terms and conditions of this contract.

Customer

Authorized Signature

Title

Date

Contractor

Representative's Signature

Territory No.

7-9-2025

Date

Initials _____

TERMS AND CONDITIONS OF SERVICE AGREEMENT

Term. Customer grants AWC the exclusive right to collect and dispose of all Customers solid waste materials as warranted below (including recyclables) for an initial term of one year from the effective service date. The term of this Agreement shall be automatically renewed for like terms thereafter unless either party shall give written notice of termination by certified mail to the other at least sixty days prior to the termination of the initial term or any renewal term. In the event Customer terminates this Agreement other than as provided above and A.W.C. terminates this Agreement for Customers non-payment, Customer shall pay to Contractor as liquidated damages a sum calculated as follows: (1) If the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charge multiplied by six or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term. In the event Customer fails to pay A.W.C. all amounts, which become due under this Agreement or fails to perform its obligation hereunder and A.W.C. refers such matter to an attorney. Customer agrees to pay in addition to the amount due, any and all costs incurred by A.W.C. as a result of such action, including a reasonable attorney fee.

Binding Effect. This Agreement is a legally binding contract on the part of both A.W.C. and Customer in accordance with the terms and conditions set out herein.

Payments. Customer shall pay A.W.C. on a monthly basis for the services and/or equipment furnished by A.W.C. in accordance with the charges and rates provided herein. Payment shall be made by Customer to A.W.C. within TEN (10) days of the receipt of an invoice from A.W.C. Company may impose and Customer agrees to pay late fee for all past due payments not to exceed the maximum rate for same allowed by applicable law.

Waste Material. The waste material to be collected and disposed of by A.W.C. pursuant to this Agreement solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous material. The term "hazardous material" shall include but not limited to, any amount of waste listed or characterized as hazardous by United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended and applicable state law. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless A.W.C. from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

Liability for Equipment. Customer acknowledges that it has the care, custody and control of equipment owned by A.W.C. and accepts responsibility for the equipment and its contents except where when it is being physically handled by employees of A.W.C. Therefore, Customer expressly agrees to defend, indemnify and hold harmless A.W.C. from and against any and all claims for loss of or damage to property, or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any equipment furnished under this Agreement.

Damage to Pavement. Customer acknowledges that A.W.C. shall not be liable for any damages to pavement or driving surface resulting from its trucks servicing an agreed upon area.

Adjustments. A.W.C. reserves the right to adjust the rates hereunder based upon increases in fuel, landfill and tipping costs.

Changes. Changes in rates, the type, size and amount of equipment and the frequency of service may be agreed to orally or in writing by the parties without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties.

Excused Performance. Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires and acts of God.

Assignment. This Agreement may be binding upon all and shall insure to the benefit of the successors, assigns and personal representative's parties hereto and to the Customer hereby expressly consents to the assignment of this Agreement by the contractor to ant successors or purchaser's of the whole or any parts of its business and expressly consents to be bound by all of the terms herein to any such successors or purchasers.

Relocation. If Customer moves its place of business to another location with A.W.C., Inc's collection areas, A.W.C., Inc. will continue to provide service at the new location in accordance with this contract.

Partial Invalidity. In the event any provision or portion of this agreement shall be declared void and of no force and effect, the remaining portions of the agreement shall be binding and remain in full force and effect.

Effective Start Date. The effective start date may be modified (for customer protection) to accommodate the next available termination date of any existing contract with present hauler, subject to contractor approval.

Access to Equipment. On collection day, the Contractor's vehicle shall have clear access to the equipment. If the equipment is blocked to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Contractor's vehicle. Any additional collection will be classified an "extra pick-up" and so duly charged.

Prior Agreements. This agreement constitutes the entire agreement between the parties and hereby replaces and amends any prior agreements between the parties hereto.

MISCELLANEOUS. If any conflict or differences exist in this agreement between terms which are printed and those which are typed or written language shall govern.

Initials_____

Coversheet

Approval of American Air Conditioning of Tulsa Contract for Sheridan Campus

Section:	II. Consent Agenda
Item:	O. Approval of American Air Conditioning of Tulsa Contract for Sheridan Campus
Purpose:	
Submitted by:	
Related Material:	American Air Conditioning of Tulsa - 7_16_2025 to 7_16_2026.pdf


TULSA HONOR ACADEMY

...ACADEMICS - CHARACTER - EXCELLENCE...

CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	American Air Conditioning of Tulsa
Description of Service:	American Air conditioning will provide a qualified, trained and licensed technician(s) to inspect your mechanical systems for proper operation to ensure that they are in the best and safest possible condition for the oncoming cooling or heating season. This agreement provides for two full maintenance checks/cleanings per year.
Jurisdiction or Governing Law:	N/A
Term of contract:	7/16/2025 to 7/16/2026
Funding Source:	General Fund
Total Cost:	Option 5 - \$12,344.00
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires 30 days notice to terminate.
Term:	Term is one year but crosses fiscal years
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

N/A

**PLANNED HVAC
MAINTENANCE
AGREEMENT**

Between

American Air
Conditioning of
Tulsa

And

Tulsa Honor Academy
1421 S. Sheridan Rd
Tulsa OK 74112

Covering the Air Conditioning,
Heating, And Air Filtration Systems

DATE:6/23/2025

MAINTENANCE COVERAGE PROVIDED UNDER THIS AGREEMENT

1. Preventive Maintenance Inspections

It is hereby agreed that American Air conditioning will provide a qualified, trained and licensed technician(s) to inspect your mechanical systems for proper operation to ensure that they are in the best and safest possible condition for the oncoming cooling or heating season.

This agreement provides for two full maintenance checks/cleanings per year. Maintenance shall include but not be limited to the following items:

Cooling Maintenance Items (Split, mini split and packaged systems)

- Cleaning of condenser coils (water only) as needed.
- Inspect/tighten all electrical connections, inspect contactors and check capacitor values.
- Check system voltage and voltage balance between all legs (3ph)
- Check operation of safety switches/pressure switches/fan cyclers and temperature sensors.
- Check/clear condensate drain and treat drain pan with algaecide
- Check belts and belt tension, and pulley alignment. Adjust and replace belts as needed (Includes 1 belt per year per system)
- Visual inspection of evaporators (if accessible) Clean as needed.
- Wash filters on mini split system and reinstall.
- Visual inspection of blower wheels/fan wheels for cleanliness.
- Check cooling operation and charge condition, make recommendations as needed, note any deficiencies found.
- Operational check of all condenser fans and blower motors,
- Check overall condition and operation of units, note any deficiencies found.
- Provide detailed reports to THA personnel for decision making.
- Includes clearing of all roof drains.

Heating Maintenance Items (Split, mini split and packaged systems)

- Check and clean burner compartments.
- Visual inspection of burner tray, burners and heat exchangers (if accessible)
- Check and clean flame safeties (flame rod/spark ignitors)
- Check combustion air blower motors/inducers for proper operation.
- Visual inspection of all wiring and connections, tighten as needed.
- Visual inspection of flue integrity and draft efficiency.
- Check gas pressures as needed.
- Check belts and tension. Adjust and replace belts as needed. (up to 1 per year per system)
- Operational check of blower control.
- Check limits and safeties.
- Cycle in heat, check lightoff and flame condition, adjust gas/ air as needed.
- Provide detailed report to THA for decision making.
- Includes clearing of all roof drains.

2. Filter Changes

Options are provided for at the end of this document for filter change frequency.

3. Labor Coverage

American Air conditioning will provide the labor to complete the tasks listed above at no additional costs. **Any repairs that may be required shall be billed with a 10% discount.** Quotes will be provided for any complex repairs or replacement of major system components BEFORE work is started.

4. Parts Coverage

American Air conditioning will provide all parts and materials required to complete the tasks listed above at no additional costs. Any additional parts required will be billed with a 10% discount.

NTE REPAIR PRICING

Minor repairs that are found needed during maintenance checks are most cost effective if dealt with at the time of maintenance. Many times these will include run capacitors and contactors or minor wiring issues. American Air Conditioning recommends a NTE(not to exceed) on these repairs to be \$150.00 per unit based on the type of equipment at this location.

ADDITIONAL TERMS AND CONDITIONS

1. Any alterations, adjustments or repairs made by others, unless authorized and agreed upon by this contractor, will be cause to terminate our obligation under this agreement.
2. Repairs required by fire, floods, acts of God, abuse, or the improper use of the listed equipment will be the sole responsibility of the Owner and are not covered by this agreement.
3. This agreement does not cover any work or changes which might at some future date be required by government regulations, codes or insurance company needs or requirements. This will include, but not be limited to, the recover, recycling, reclamation, handling, and disposal of all refrigerants and additional costs incurred for refrigerant tax and/or increased costs due to shortages.
4. External power wiring, circuit breakers and disconnects supplying electrical service for the units is not covered under this agreement.
5. This agreement does not cover ductwork-structural supports or other sheet metal components which may deteriorate due to corrosion or rust.
6. NEITHER PARTY to this agreement shall hold the other responsible for any indirect or consequential damages of a commercial nature such as, but not limited to, loss of revenue or loss of use of any equipment of facilities, or loss of product.
7. The Contractor's maximum liability based upon any claim or cause of action shall not exceed the yearly contract price of this agreement.
8. Payment for this agreement will be met upon receipt of invoice. The Contractor offering this agreement reserves the right to discontinue service any time payments have not been made as agreed.
9. This agreement may be terminated by either party upon 30 days written notice. A refund for the remaining contract period will be made on a pro-rata basis, with deduction for work already completed.

EQUIPMENT COVERED BY THIS AGREEMENT

37 ROOFTOP PACKAGED UNIT SYSTEMS
1 VENT HOOD/MAU SYSTEM
4 SPLIT SYSTEMS
1 DUCTLESS MINI SPLIT SYSTEM

AGREEMENT OPTIONS

OPTION 1-2 MAINTENANCES PER YEAR (2 FILTER CHANGES USING
MERV 8 FILTERS, 1 BELT REPLACEMENT PER SYSTEM, PER YEAR)
\$14,413.00

OPTION 2-2 MAINTENANCES PER YEAR (4 FILTER CHANGES USING
MERV 8 FILTERS, 1 BELT REPLACEMENT, PER SYSTEM, PER YEAR)
\$16,493.00

OPTION 3-2 MAINTENANCES PER YEAR (2 FILTER CHANGES USING
MERV 13 FILTERS, 1 BELT REPLACEMENT, PER SYSTEM, PER YEAR)
\$15,973.00

OPTION 4-2 MAINTENANCES PER YEAR (4 FILTER CHANGES USING
MERV 13 FILTERS, 1 BELT REPLACEMENT, PER SYSTEM, PER YEAR)
\$19,613.00

OPTION 5-2 MAINTENANCES PER YEAR (NO FILTERS INCLUDED) 1
BELT REPLACEMENT PER YEAR/PER UNIT, INCLUDES ROOF DRAIN
CLEANING TWICE PER YEAR.
\$12,344.00

EXHAUST FAN ADDER-Would add checking operation and lubricating all 14 exhaust/makeup fans once per year. Recommend repairs and belts as needed, no material is included in this option.
ADD \$400.00 to annual maintenance agreement pricing

AGREEMENT PRICE AND ACCEPTANCE

Coverage commences with the receipt of the payment and continues as governed by the terms and conditions set out above. Coverage is for a period of one year from the date of acceptance.

CONTRACT ACCEPTANCE

Customer Acceptance

Signature

Date

Contractor Acceptance

Signature

Date

NTE of \$150.00 per unit for minor repairs

Approved Y/N Initials ____

Coversheet

July CEO Report

Section:	III. Information Agenda
Item:	A. July CEO Report
Purpose:	Discuss
Submitted by:	
Related Material:	2025 July CEO Report.pdf



CEO REPORT

Please review the updated regular communications and data below:

- Upcoming Newsletter: School Year Launch

ACADEMICS

Professional Development (PD) Update

We hosted our third annual Leader PD on June 23-27. It was a successful week and the overall feedback we received from leaders was that it was the best Leader PD we'd hosted yet. The team is united and focused on ensure we capitalize on the success from the 2024-2025 school year to ensure we have an even stronger 2025-2026 school year.

We have finalized the Summer PD schedule and most of the sessions. Currently, leaders from across our network are preparing and practicing the sessions they will lead during Summer PD, which is with all staff (the first week and a half is just for new to THA team members, which includes brand new staff and anyone who has been with us for one year or less). Our Summer PD officially starts on Monday, July 14 and we conclude on Tuesday, August 5. (The first day of school is Wednesday, August 6.)

Our dedication to Professional Development and constantly trying to improve it and make it better for our team (and ultimately our scholars) is a great testament to our dedication to both our ***Real Change Now*** and ***Pursuit of Excellence*** core values.

Testing Results

As mentioned in June's CEO report, we will review our MAP and ACT results in greater detail during the July board meeting. We will spend a significant time reviewing these materials.

OPERATIONS

Ops Vision Update

As mentioned in the June CEO report, we have updated our Operations Vision to ensure our operations are in alignment with our core values. You can find the updated Operations Vision statement [here](#). You can see all of the updates in red. This is a true reflection of our team bringing our ***Committed to our Community*** core value to life.

25-26 Enrollment

TPS has officially transferred their enrollment platform this month. While it is expected to face challenges during transitions, the challenges have been significant. For example, they have not been able to train any charter school staff members on how to utilize the new platform, therefore, we have not been able to utilize the platform to make offers and communicate with families. We continue to be concerned about the impact



this has on our enrollment. We are still not where we'd like to be. That said, we continue to work hard to fill all of the seats.

Below is a snapshot of where we are with enrollment.

All THA								
Grade	Number on Accepted List	Number on Current Offered List	Current Enrollment	Budgeted Seats	Max Seats	Spots Available to Budgeted (Based on Estimated Persistence)	Enrollment Capacities (Available to Max Based on Estimated Persistence)	Waitlist (per Avela)
5	40	0	0	40	60	0	20	0
6	148	1	36	220	240	47	67	33
7	28	0	221	220	240	32	52	1
8	31	0	221	220	240	28	48	0
9	60	0	233	260	285	37	62	0
10	9	0	176	130	150	15	35	1
11	5	0	110	90	120	-3	27	0
12	-	-	101	70	100	-	-	-
Total	321	1	1098	1250	1435	157	312	35

If you know of anyone with a child going into grades 5-11 next school year, please tell them to apply [here](#) when the window opens. Tell them to select Tulsa Honor Academy and to select us as their #1 choice.

25-26 Staffing

While we are in a better position for being fully staffed than we've been at this point in recent years, we are not yet fully staffed at this time. Below is a depiction of what roles we still have available. (Please note that we have made a number of offers out at this moment. The % filled accounted for all signed LOAs. By the time of this board meeting, these figures may be slightly off.)

Site	Total Roles	Open Roles	% Filled
MS	34	6	82.35%
FMS	31	3	90.32%
HS	51	7.5	85.29%
Network	22.1	2	90.95%
Total	138.1	18.5	86.60%

Type of Role	Total Roles	Open Roles
Teachers	82	9.5
Operations	27.1	7
Mid-Level Leaders	18	2
Senior Leaders	11	0
Total	138.1	18.5



If you know of any educator interested in joining the THA Familia or in joining a mission oriented team working relentlessly towards one common goal, tell them to apply [here](#).

OTHER

National Charter School Conference

On June 30 - July 2, I attended the National Alliance for Public Charter Schools' annual National Charter School Conference. I represented Tulsa Honor Academy, the Oklahoma Public Charter School Association, and LEAL - Latino Educators Advancing Leadership at this conference. Below is a picture of an event that LEAL hosted at the event.



UPCOMING EVENTS

- **July 11:** Orientation Day
- **July 14 - August 5:** Summer PD
- **July 24 - 25:** Uniform Pick Up
- **July 30 - 31:** Family Orientation Night
- **August 6:** First Day of School
- **August 6 - 8:** Scholar Orientation Week ("Week 0")
- **August 11:** First Day of Academic Instruction
- **August 22:** Partnership for Success Conferences

Coversheet

Review of Academic Data: MAP and ACT Results

Section:	III. Information Agenda
Item:	B. Review of Academic Data: MAP and ACT Results
Purpose:	Discuss
Submitted by:	
Related Material:	Academic Data Presentation 24-25 ACT and MAP Results.pdf



ACADEMIC DATA PRESENTATION: 24-25 ACT AND MAP RESULTS

Tulsa Honor Academy

24-25 BIG GOAL

THA Nerdy Knights will make *GAME CHANGING* academic growth.

24-25 BIG GOAL

**THA Needs
CHANGE**

60%

**Make *GAME*
growth.**

24-25 BIG GOAL

THA Nerdy Knights will make GAME CHANGING academic growth.

60% or more of all MS scholars will reach or exceed their individual MAP goals

60% or more of ALL THA scholars will score advance, proficient, and basic on all OSTP

60% or more of HS scholars will reach or exceed their individual ACT/Pre-ACT growth goals



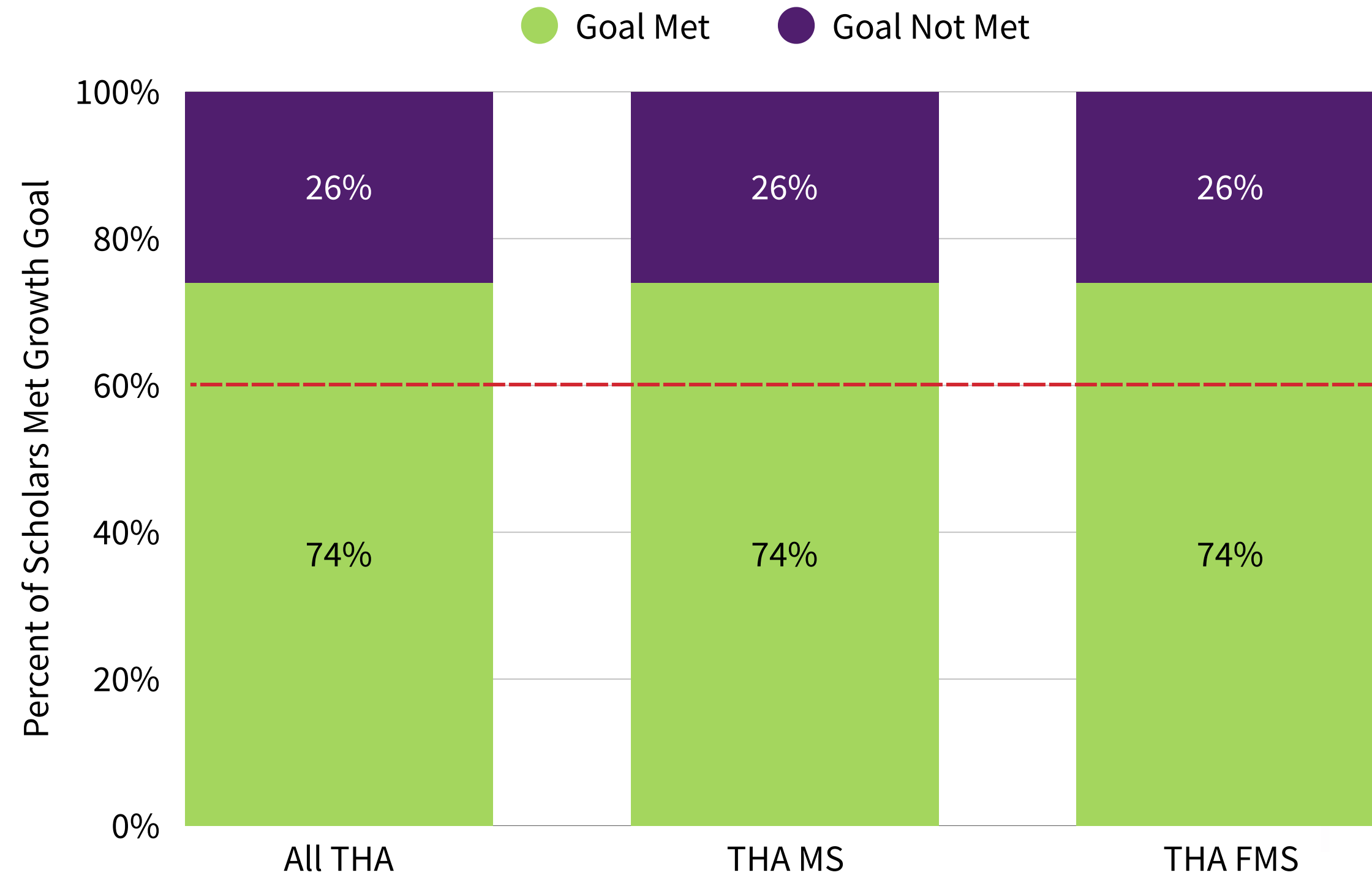
MAP RESULTS

Tulsa Honor Academy



PERCENT MET GROWTH GOAL

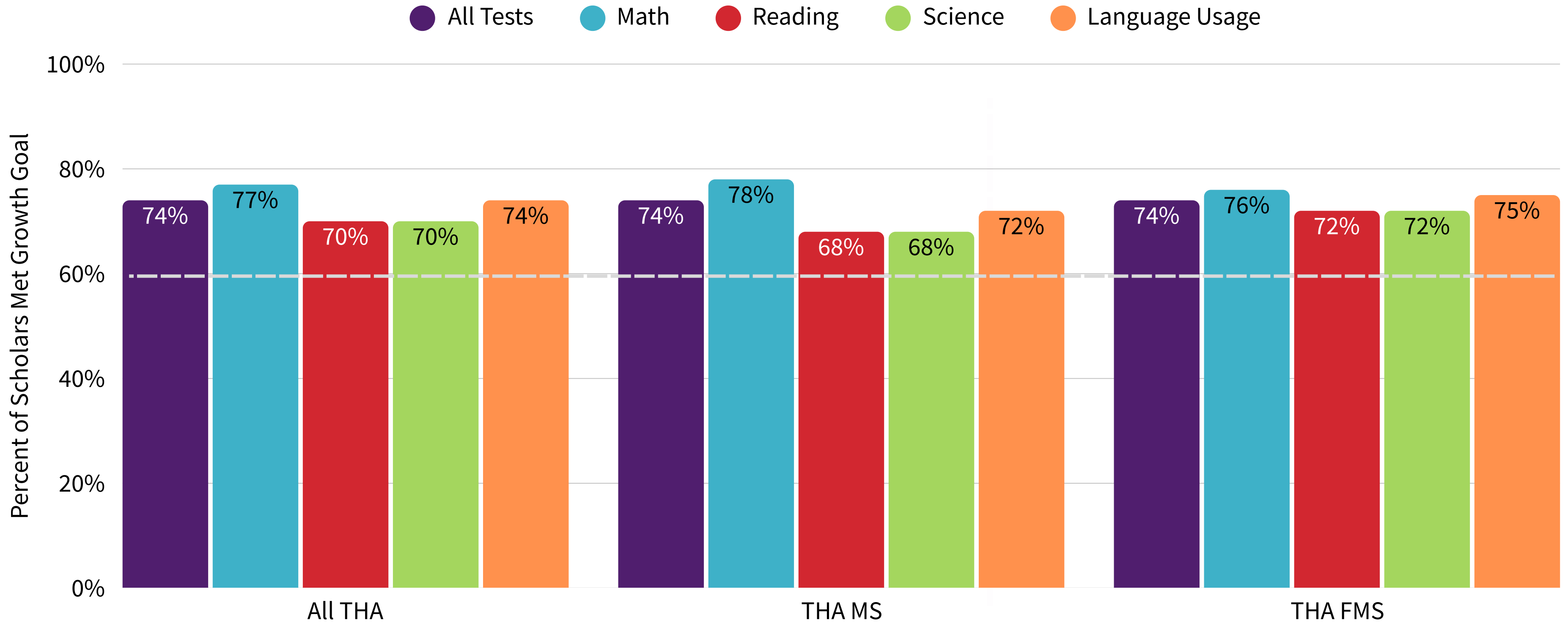
THA | **AVG ALL TESTS** | FALL TO SPRING





PERCENT MET GROWTH GOAL

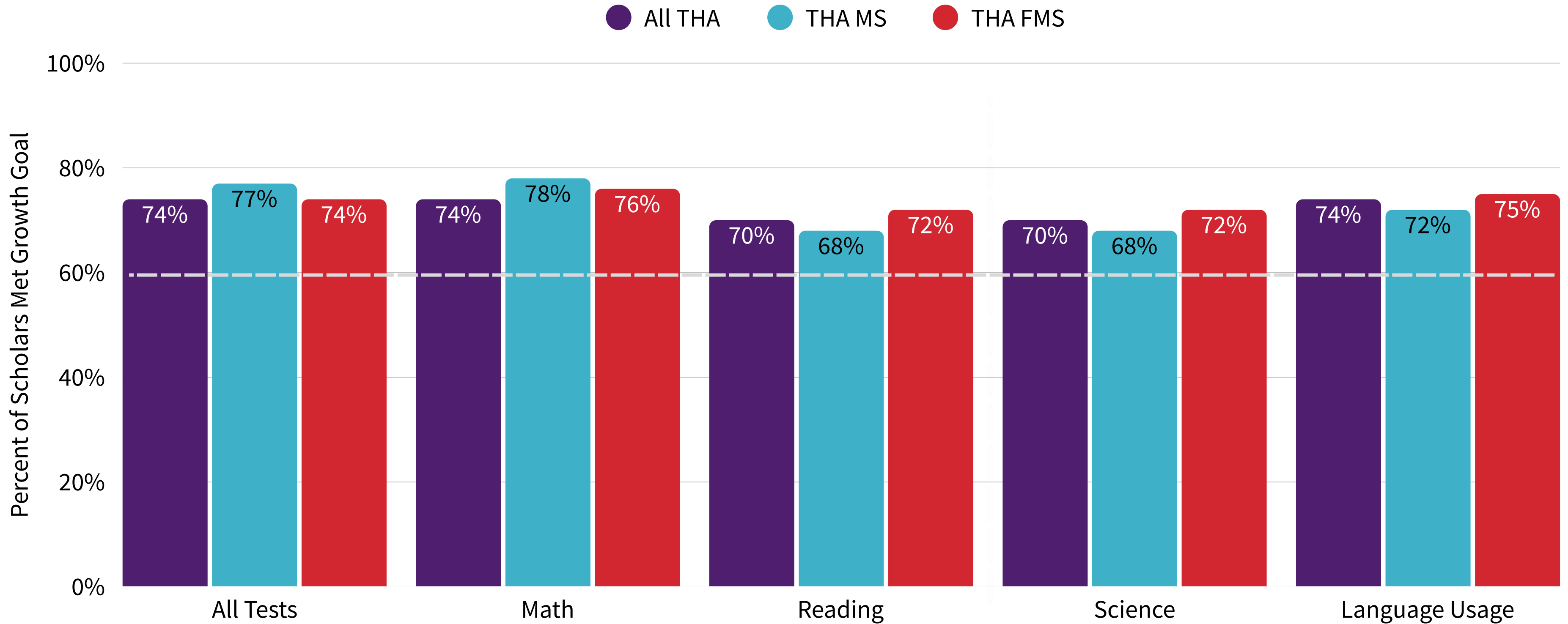
THA | **AVG ALL TESTS** | FALL TO SPRING





PERCENT MET GROWTH GOAL

THA | **AVG ALL TESTS** | FALL TO SPRING





2025 ACT RESULTS

Tulsa Honor Academy

MET GROWTH GOAL

CLASS OF 2026



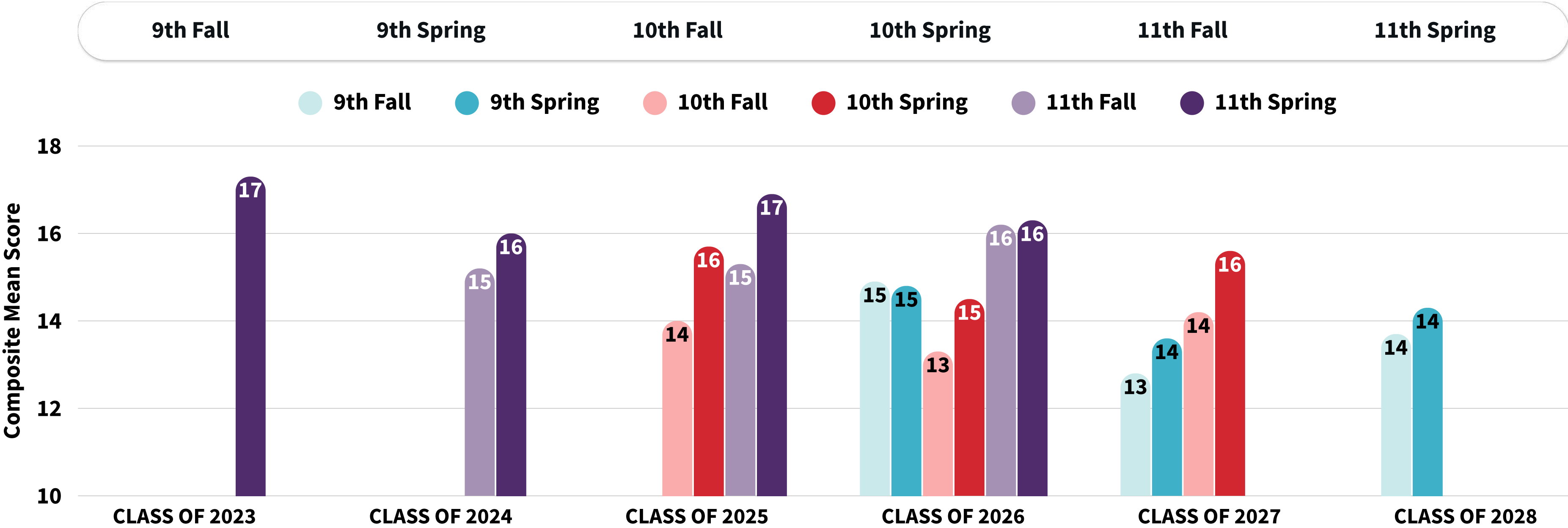
Met Growth Goal



Not Met Growth Goal

ACT COMPOSITE

BY GRADUATION COHORT YEAR



DATA REPRESENTS THE TOTAL AVERAGE FOR EACH TEST

ACT COMPOSITE

BY GRADUATION COHORT YEAR



9th Fall

9th Spring

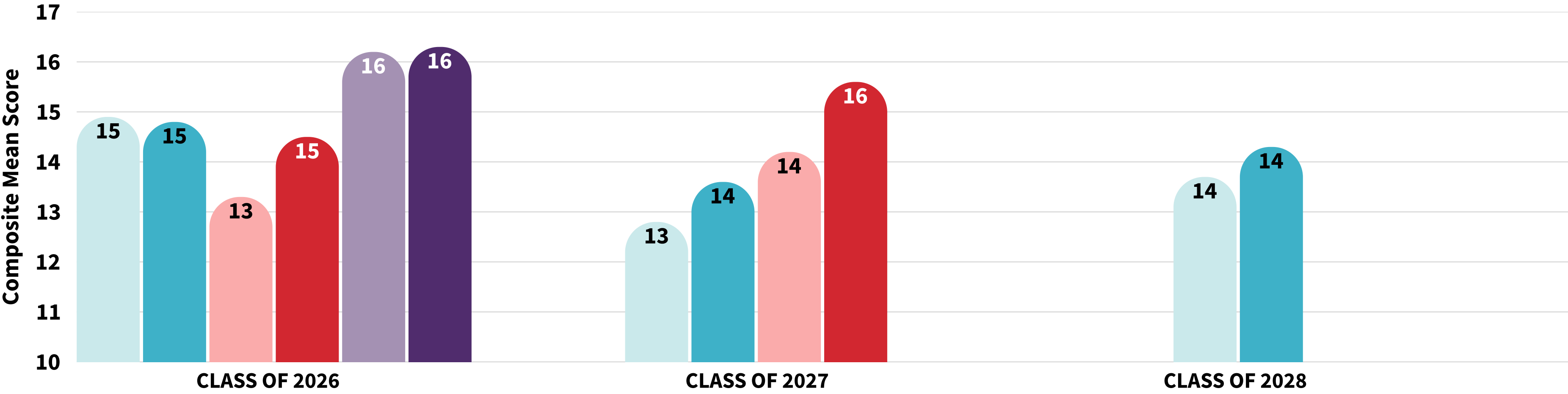
10th Fall

10th Spring

11th Fall

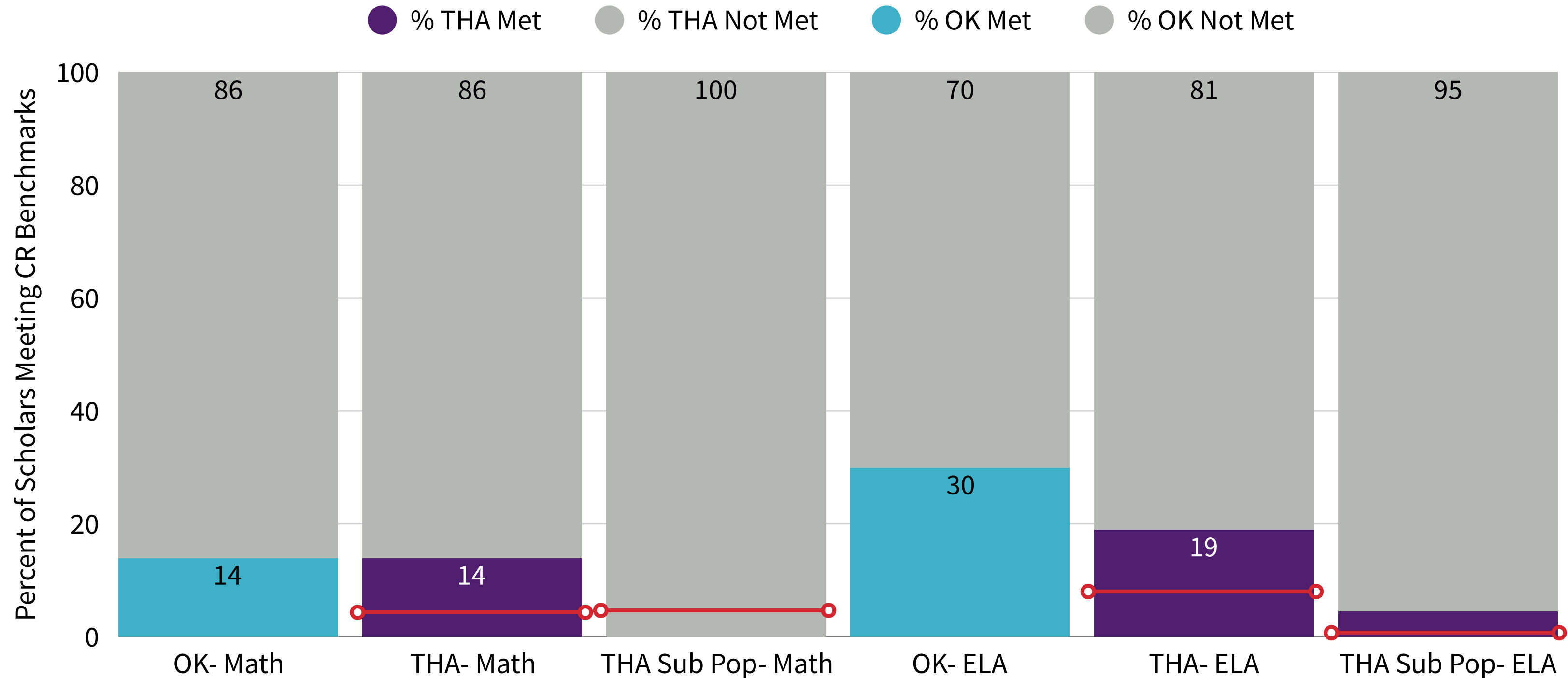
11th Spring

9th Fall 9th Spring 10th Fall 10th Spring 11th Fall 11th Spring



THA VS. OK COLLEGE READY BENCHMARKS

BY TEST CATEGORY **WITH TPS TARGETS** | CLASS OF 2026



RED LINES INDICATE THE TPS TARGETS (75TH PERCENTILE OF TPS SCHOOLS) BASED ON THE 2024 PERFORMANCE FRAMEWORK



WHAT'S NEXT

Tulsa Honor Academy

OSTP RESULTS





BES COMPARATIVE MID-YEAR

Tulsa Honor Academy

MID-YEAR COMPARATIVE MAP DATA

MATH



School #

School 24

School 78

School 86

School 55

School 46

School 6

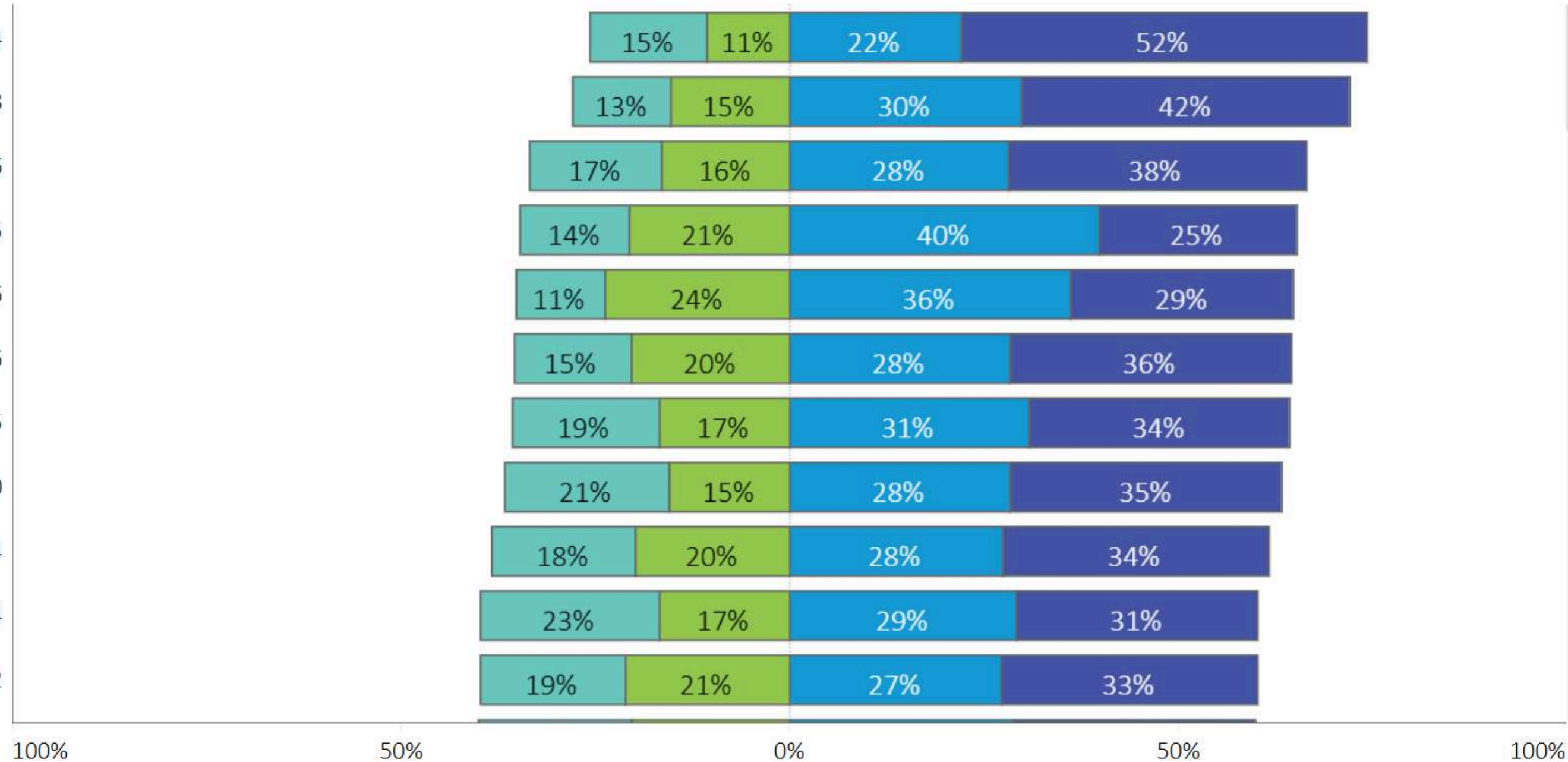
School 65

School 80

School 4

School 84

School 2



Growth Targets

- Exceeded
- Met
- Approached
- Below

Exceeded: % of students exceeding their growth projections.

Met: % of students meeting their growth projections.

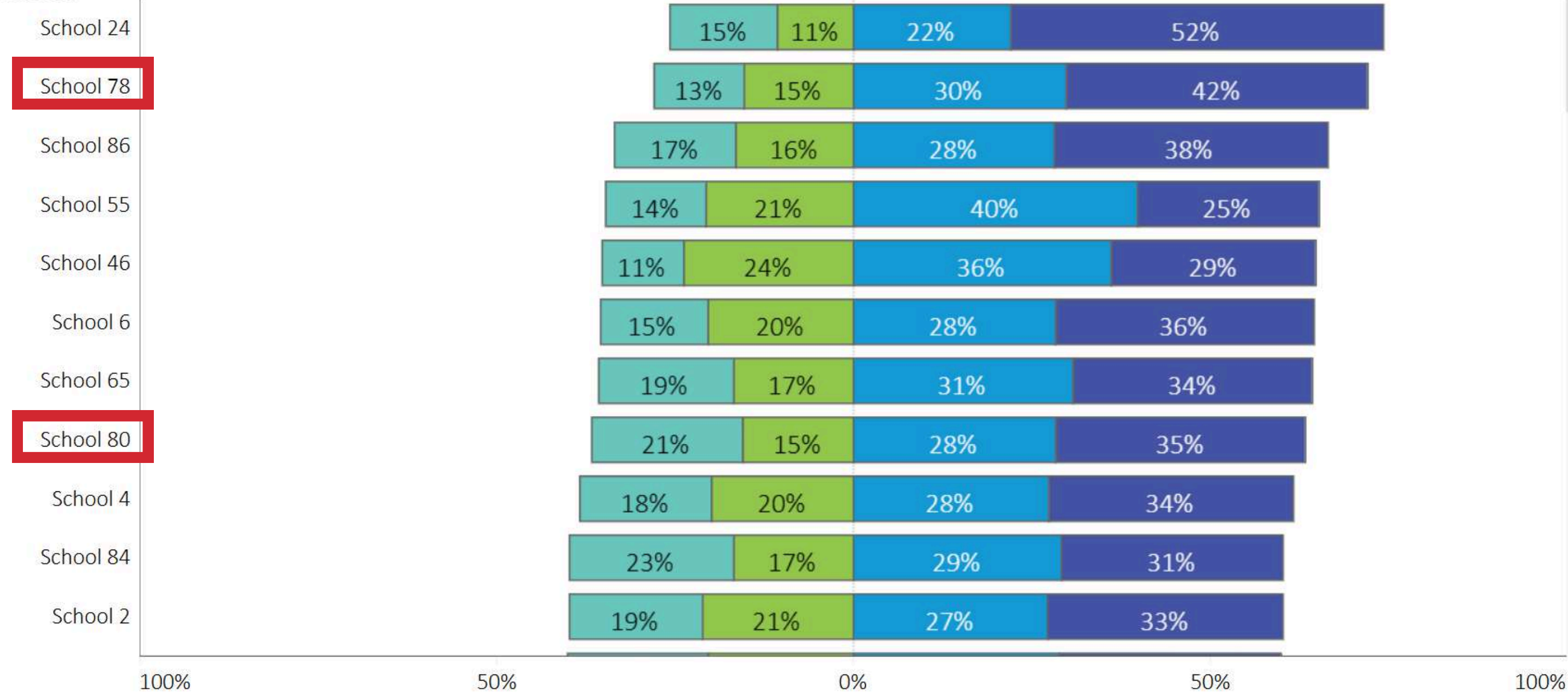
Approached: % of students approaching but not meeting their growth projections.

Below: % of students significantly below their growth projections.



MID-YEAR BES MAP DATA - MATH

School #



Growth Targets

- Exceeded
- Met
- Approached
- Below

Exceeded: % of students exceeding their growth projections.

Met: % of students meeting their growth projections.

Approached: % of students approaching but not meeting their growth projections.

Below: % of students significantly below their growth projections.



MID-YEAR BES MAP DATA - READING

School #

School 78

School 80

School 55

School 52

School 1

School 46

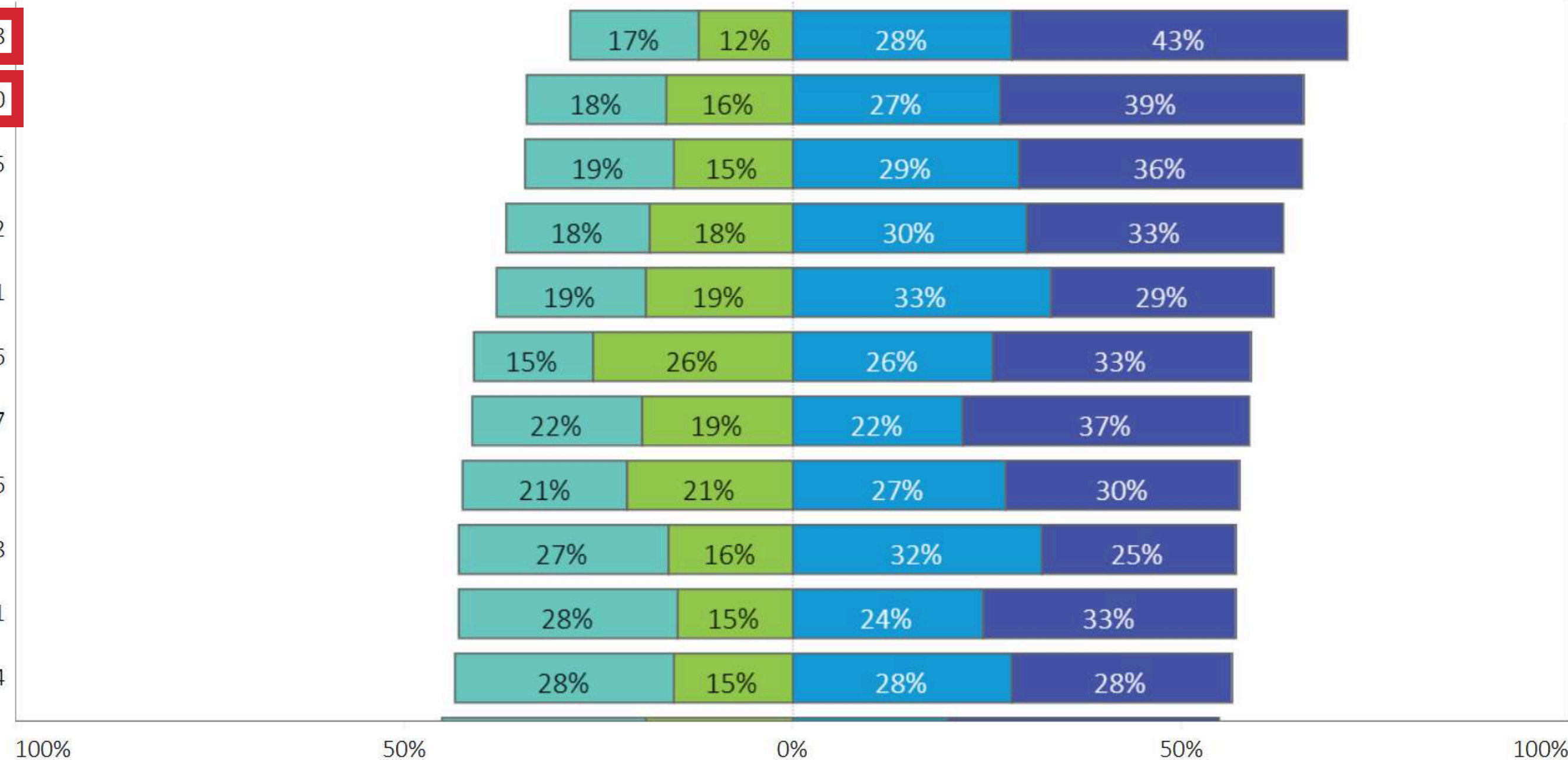
School 87

School 86

School 48

School 41

School 34



Growth Targets

- Exceeded
- Met
- Approached
- Below

Exceeded: % of students exceeding their growth projections.

Met: % of students meeting their growth projections.

Approached: % of students approaching but not meeting their growth projections.

Below: % of students significantly below their growth projections.

Coversheet

Approval of Wired Scholar Chromebook Quote for 2025-2026

Section:	IV. Action Agenda
Item:	A. Approval of Wired Scholar Chromebook Quote for 2025-2026
Purpose:	Vote
Submitted by:	
Related Material:	Wired - 7_16_2025 to 6_30_2026.pdf


TULSA HONOR ACADEMY

...ACADEMICS - CHARACTER - EXCELLENCE...

CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	Wired
Description of Service:	Scholar Chromebooks
Jurisdiction or Governing Law:	N/A
Term of contract:	7/16/2025 to 6/30/2026
Funding Source:	Building Fund
Total Cost:	\$52,453.88
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires N/A days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

N/A



QUOTE


11221 Richardson Drive | North Little Rock, AR 72113
(877) 957-0780 | sales@wiredtech.com | www.wiredtech.com

QUOTED TO

THA - Lakewood MS
209 S Lakewood Ave
Tulsa, OK 74112-1713
United States

Quote #	AAAQ14053
Date	Jul 8, 2025
Exp Date	Jul 22, 2025
Terms	Due Upon Receipt
Ticket #	751097
Description	Student CBs

This quote is valid for a period of 30 days. The balance of hardware and software is due when the order is placed. Travel expenses are not included as a part of this quote and will be invoiced under separate cover. The remaining balance is due upon completion. No refunds or exchanges will be accepted on special order items. WIRED Technology Partners thanks you for the opportunity to provide this quote and looks forward to serving you.

Description	Qty	Unit Price	Total Price
HP Fortis G1m 11.6" Rugged Clamshell Chromebook - HD - Octa-core (ARM Cortex A76 + Cortex A55) - 4 GB - 32 GB Flash Memory - Jet Black - MediaTek Kompanio 520 Chip - 1366 x 768 - ChromeOS - ARM Mali G52 MP2 Graphics - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard 	188	\$244.27	\$45,922.76
White Glove enrollment	188	\$0.00	\$0.00
Green Shipping	188	\$0.00	\$0.00
Google Chrome - License - 1 License - Academic	188	\$34.74	\$6,531.12
Subtotal			\$52,453.88
Sales Tax			\$0.00
Total			\$52,453.88

Terms:

1. WIRED Technology Partners (E08-009) extends Manufacturer warranties on all products and 90 days on labor.
2. All changes to this quotation/contract must be in writing and signed by an authorized representative of WIRED! to be effective.
3. All estimates of installation and delivery time are estimates only.
4. Customer must notify WIRED! Technology Partners within seven business days of any defect in installation.
5. Customer agrees to provide WIRED! Technology Partners with a final punch list within seven business days of installation.
6. Any seal broken on any product automatically voids WIRED! Technology Partners and Manufacturer Warranty.
7. All payments must be made by company check payable to WIRED Technology Partners.
8. The invoice total reflects a cash/check discount of 3.5%. Discounts will be removed for payments made by credit card.

To accept this quotation, sign here and return:

I authorize the approval of this quote and agree to pay the balance of hardware/software at this time and the remaining balance upon completion.

Coversheet

Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a contract with GH2 for the Jones Elementary facility project.

Section: IV. Action Agenda
Item: B. Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a contract with GH2 for the Jones Elementary facility project.
Purpose: Vote
Submitted by:
Related Material: THA Facilities, LLC - GH2 - 8_7_2025 to Completion of Contract.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	THA Facilities, LLC - GH2
Description of Service:	Architecture and engineering services for Jones Elementary facility project
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	8/7/2025 to completion of project
Funding Source:	General Fund
Total Cost:	\$312,500.00
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires 90 days notice to terminate.
Term:	Term is multi-year and with termination clause
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

Staff members should add any additional context or notes for the board here.

N/A

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Seventh day of August in the year 2025

BETWEEN the Architect's client identified as the Owner:

THA Facilities, LLC)
1421 South Sheridan Road
Tulsa, Oklahoma 74112

and the Architect:

GH2 Architects, LLC
320 South Boston Avenue, Suite 100
Tulsa, Oklahoma 74103

for the following Project:

Renovation of the existing 42,742 square foot Jones Elementary School site located at
1515 South 71st East Avenue, Tulsa Oklahoma 74112.

(Paragraphs deleted)

The Construction Manager:

Miller-Tippens Construction
437 East 141st Street
Glenpool, Oklahoma 74033

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

The existing facility will be renovated and redeveloped to serve as the Tulsa Honor Academy's elementary school program facility. The Architect will provide the required architectural and ancillary services to assist and advise the Owner in the renovation and redevelopment of the final program.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

Existing 42,742 square feet elementary school structures and ancillary improvements, located at 1515 South 71st East Avenue, Tulsa, Oklahoma 74112. Total land area of 9.35 acres. Physical characteristics, structures, and improvements documented on survey prepared by Atlas Land Office, Job Number 13095, dated June 16, 2025.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

\$5,000,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Programming, Schematic Design, Design Development, and Construction Documents to be completed by December 2025 to facilitate final Guaranteed Maximum Price (GMP) and Building Permit acquisition by April 2026.

.2 Construction commencement date:

Summer 2026.

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.3 Substantial Completion date or dates:

(Paragraphs deleted) Summer 2027.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Paragraph deleted)

- [X]** As modified by the parties' agreement, AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

(Paragraphs deleted)

§ 1.1.6

(Paragraphs deleted)

Reserved.

§ 1.1.7

(Paragraphs deleted)

Reserved.

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

Elsie Urueta Pollock
Founder and Chief Executive Officer

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Level Field Partners
PO Box 76920
Washington, DC 20013
Tyler Baier
Cristine Doran
Hector Vogliotti

Link Group Consulting
Kyle Rudolph

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(Paragraphs deleted)

- .1** Construction Manager: Miller-Tippins Construction
- .2** Land Surveyor: Atlas Land Office
- .3** Geotechnical Engineer: To be determined.

(Paragraphs deleted)

- .4** Other consultants and contractors: To be determined.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

Tyler Wallace, AIA, Principal

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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(Paragraph deleted)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

360 Engineering Group, PLLC

.2 Mechanical

(Paragraphs deleted)

Electrical Fire Protection Engineer:

Green Acorn, LLC

§ 1.1.12.2 Consultants retained under Supplemental Services:

.1 Civil Engineer: Wallace Design Collective

§ 1.1.13 Reserved.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect agree to act in good faith in appropriately adjusting the scope of the Architect's services, the schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as may be necessary in its reasonable discretion, to accommodate material changes in the Initial Information.

§ 1.3 Reserved.

§ 1.3.1 Reserved.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the highest professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the modified agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager, except to the extent that the Construction Manager has rightfully relied on the advice, direction or documents provided by the Architect in taking any such actions. Notwithstanding anything to the contrary contained herein, Architect shall have a duty to coordinate with the Construction Manager and other consultants employed by Owner.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement.

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§ 2.6.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and two million dollars (\$ 2,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 Except for grossly negligent, willful or intentional wrongs, neither the Architect, Architect's Consultants, nor their agents or employees shall be jointly or individually liable to the Owner for an amount in excess of the available coverages required under this Agreement.

§ 2.6.8 **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims arising from or related to the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Such policies shall name the Owner as an additional insured as required in Section 2.6.8. Architect shall maintain all insurance coverages required under this Agreement for the duration of its liabilities provided for by law and this Agreement. All such policies shall provide that coverage may not be cancelled, non-renewed, or materially modified without at least thirty (30) days' prior written notice to Owner. Architect shall provide Owner with all renewal or replacement certificates of insurance within five (5) days of the expiration of any such policies, and shall ensure that no lapse in coverage occurs.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include

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design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall timely submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall timely review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's written directive or substitution, or for the Owner's written acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall coordinate with the Construction Manager to contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project in a timely manner. The Architect shall timely respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall make necessary revisions to any relevant documents and take action as required under Sections 6.5 and 6.6 and request the Owner's written approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of

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Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's written approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement or Architect consents to and acknowledges such modifications. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's written approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services, unless indicated as such, but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Provided, prior to commencing any such Supplemental Services, Architect shall provide Owner with a cost proposal and scope of work to be approved in writing by the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Architect, Owner
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities evaluation	Architect
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Provided under Basic Services
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data/audio-visual design	Architect, Owner
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, Fixtures, and Equipment (FF&E) design/coordination.	Architect
<i>(Row deleted)</i>	
§ 4.1.1.28 Food Service Design	Architect
<i>(Row deleted)</i>	
§ 4.1.1.29 Signage and Graphics	Architect
<i>(Row deleted)</i>	

Init.

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Paragraphs deleted)

§ 4.1.2.1.1 Programming (§ 4.1.1.2): The Architect will collaborate with the Owner to finalize the program for the Project.

§ 4.1.2.1.2 Multiple Preliminary Designs (§ 4.1.1.3): The Architect will provide multiple preliminary designs illustrating options for the scale and relation of the Project components and other Project design choices for the Owner's consideration.

§ 4.1.2.1.3 Existing Facilities Evaluation (§ 4.1.1.5): The Architect will review and evaluate the existing site and structure. This effort will include on-site investigation, digital scanning of existing conditions, and building envelope evaluation.

§ 4.1.2.1.4 Site evaluation and planning (§ 4.1.1.6): The Architect to provide site plan evaluation and planning based on Owner's programmatic requirements and obtain the Owner's approval of the Project site plans.

§ 4.1.2.1.5 Civil Engineering (§ 4.1.1.9): The Architect will provide Civil Engineering design and documentation to detail Work required on the site including parking, grading and drainage, and utilities. The scope of work includes preparation of necessary drawings and specifications, and construction observation. Off-site improvements, easement closure and creation, utility line abandonment and relocation, and utility relocation are not included.

§ 4.1.2.1.6 Landscape Design (§ 4.1.1.10): The Architect will provide design and documentation of landscape elements and irrigation systems.

§ 4.1.2.1.7 Architectural interior design (§ 4.1.1.11): The Architect will provide interior design services for selection of interior finishes and accessories.

§ 4.1.2.1.8 As-designed record drawings (§ 4.1.1.16): The Architect will prepare a set of as-designed record drawings.

§ 4.1.2.1.9 As-constructed record drawings (§ 4.1.1.17): The Architect will prepare a set of as-constructed record drawings based upon project record drawings maintained by the Construction Manager. These will be provided to the Owner in digital format.

§ 4.1.2.1.10 Telecommunications/data/audio-visual design (§ 4.1.1.22): The Architect will provide design services and coordination of low voltage building systems, telecommunications/data/audio visual systems. The Owner shall provide information for required components, including the assistance vendors and equipment providers if available.

§ 4.1.2.1.11 Furniture, Fixtures, and Equipment (FF&E) design/coordination (§ 4.1.1.27): The Architect will design services related to furniture selection as well as procurement support for the Project.

§ 4.1.2.1.12 Food Service Design (§ 4.1.1.28): The Architect will provide food service design.

§ 4.1.2.1.13 Signage and Graphics (§ 4.1.1.29): The Architect will design and specify signage and graphic systems for the Project.

§ 4.1.2.2

(Paragraphs deleted)

Reserved.

§ 4.1.3 Reserved.**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. If deemed necessary by Owner, the Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .3 Three (3) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and

resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17. Notwithstanding anything to the contrary, and unless a longer period is expressly provided in this Agreement, the Owner shall respond to all Architect requests for information, decisions, or approvals within seven (7) business days of such request. Failure to respond within that period shall not constitute automatic approval, and Architect shall follow up with a written reminder and a three (3) day grace period before asserting delay or entitlement to additional compensation.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the incorporation of modifications are solely directed by the Owner, in which case they shall be provided as an Additional Service. .

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction

Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement. Provided, upon the Owner's payment for all services rendered to the date of termination, the license granted to Owner shall be irrevocable and survive termination of this Agreement for any reason.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration

Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give thirty (30) days' written notice to the Owner before suspending services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services actually performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect and delays caused by events of force majeure, the Architect may terminate this Agreement by giving not less than fifteen (15) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7
(Paragraphs deleted)
Reserved.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum:

(Paragraphs deleted)

Stipulated Sum of Three Hundred Twelve Thousand, Five Hundred Dollars (\$312,500). This fee is based upon a Cost of Work of Five Million Dollars (\$5,000,000). If the Cost of the Work increases by more than five percent (5%), the Owner and Architect agree that Additional Services Fees may be required.

Init.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 the Owner shall compensate the Architect as follows:

Fees for Supplemental Services designated in Section 4.1.1 are included in the Stipulated Sum Fee in 11.1.1 above.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Negotiated Stipulated Sum.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10.0 %), or as follows:

Negotiated Stipulated Sum

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty-five	percent (25	%)
Design Development Phase	twenty-five	percent (25	%)
Construction Documents Phase	thirty-five	percent (35	%)
Construction Phase	fifteen	percent (15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 Reserved.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7

(Paragraphs deleted)

Reserved.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Physical models, mock-ups, professional photography, requested by the Owner for the Project;
- .7 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses;

(Paragraphs deleted)

Init.

.9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5.0%) of the expenses incurred.

§ 11.9

(Paragraphs deleted)

Reserved.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 Reserved.

§ 11.10.1.2 Reserved.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below.

6.0 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Elsie Urueta Pollock
Founder and Chief Executive Officer

(Row deleted)

ARCHITECT *(Signature)*

Tyler Wallace, AIA
Principal

Init.

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(1447505739)

Additions and Deletions Report for **AIA® Document B133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:16:42 ET on 07/09/2025.

PAGE 1

AGREEMENT made as of the Seventh day of August in the year 2025
(In words, indicate day, month and year.)

...

~~(Name, legal status, address, and other information)~~

THA Facilities, LLC)
1421 South Sheridan Road
Tulsa, Oklahoma 74112

...

~~(Name, legal status, address, and other information)~~

GH2 Architects, LLC
320 South Boston Avenue, Suite 100
Tulsa, Oklahoma 74103

...

~~(Name, location, and detailed description)~~

Renovation of the existing 42,742 square foot Jones Elementary School site located at 1515 South 71st East Avenue,
Tulsa Oklahoma 74112.

~~The Construction Manager (if known):~~The Construction Manager:

~~(Name, legal status, address, and other information)~~
Miller-Tippens Construction
437 East 141st Street
Glenpool, Oklahoma 74033

PAGE 2

~~(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")~~

...

~~(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)~~

The existing facility will be renovated and redeveloped to serve as the Tulsa Honor Academy's elementary school program facility. The Architect will provide the required architectural and ancillary services to assist and advise the Owner in the renovation and redevelopment of the final program.

...

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Existing 42,742 square feet elementary school structures and ancillary improvements, located at 1515 South 71st East Avenue, Tulsa, Oklahoma 74112. Total land area of 9.35 acres. Physical characteristics, structures, and improvements documented on survey prepared by Atlas Land Office, Job Number 13095, dated June 16, 2025.

...

(Provide total and, if known, a line item breakdown.)
\$5,000,000.

...

Programming, Schematic Design, Design Development, and Construction Documents to be completed by December 2025 to facilitate final Guaranteed Maximum Price (GMP) and Building Permit acquisition by April 2026.

...

Summer 2026.

PAGE 3

4 — Other milestone dates:

Summer 2027.

...

(Indicate agreement type.)

☒ As modified by the parties' agreement, AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Reserved.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

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User Notes:

(1447505739)

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Reserved.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

(List name, address, and other contact information.)

Elsie Urueta Pollock

Founder and Chief Executive Officer

...

(List name, address, and other contact information.)

Level Field Partners

PO Box 76920

Washington, DC 20013

Tyler Baier

Cristine Doran

Hector Vogliotti

Link Group Consulting

Kyle Rudolph

...

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Miller-Tippins Construction

.2 Land Surveyor: Atlas Land Office

.3 Geotechnical Engineer: To be determined.

.4 — Civil Engineer:

- ~~.5 Other consultants and contractors:~~
~~(List any other consultants and contractors retained by the Owner.)~~
.4 Other consultants and contractors: To be determined.

...

(List name, address, and other contact information.)

Tyler Wallace, AIA, Principal

PAGE 4

~~(List name, legal status, address, and other contact information.)~~

...

360 Engineering Group, PLLC

- ~~.2 Mechanical Engineer:~~

- ~~.3 Electrical~~ Electrical Fire Protection Engineer:

Green Acorn, LLC

...

- ~~.1 Civil Engineer: Wallace Design Collective~~

§ 1.1.13 Other Initial Information on which the Agreement is based:

Reserved.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect ~~shall appropriately adjust the Architect's services, agree to act in good faith in appropriately adjusting the scope of the Architect's services, the schedule for the Architect's services, and the Architect's compensation.~~ The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as ~~necessary, may be necessary in its reasonable discretion,~~ to accommodate material changes in the Initial Information.

§ 1.3 ~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~ Reserved.

§ 1.3.1 ~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~ Reserved.

...

§ 2.2 The Architect shall perform its services consistent with the highest professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The

Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the modified agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by ~~the Construction Manager~~ the Construction Manager, except to the extent that the Construction Manager has rightfully relied on the advice, direction or documents provided by the Architect in taking any such actions. Notwithstanding anything to the contrary contained herein, Architect shall have a duty to coordinate with the Construction Manager and other consultants employed by Owner.

...

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.6.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and two million dollars (\$ 2,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. ~~To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Except for grossly negligent, willful or intentional wrongs, neither the Architect, Architect's Consultants, nor their agents or employees shall be jointly or individually liable to the Owner for an amount in excess of the available coverages required under this Agreement.~~

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims arising from or related to the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Such policies shall name the Owner as an additional insured as required in Section 2.6.8. Architect shall maintain all insurance coverages required under this Agreement for the duration of its liabilities provided for by law and this Agreement. All such policies shall provide that coverage may not be cancelled, non-renewed, or materially modified without at least thirty (30) days' prior written notice to Owner. Architect shall provide Owner with all renewal or replacement certificates of insurance within five (5) days of the expiration of any such policies, and shall ensure that no lapse in coverage occurs.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall timely submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall timely review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's written directive or substitution, or for the Owner's written acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect ~~shall, in coordination~~ shall coordinate with the Construction Manager, ~~contact Manager~~ to contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. ~~Project in a timely manner.~~ The Architect shall timely respond to applicable design requirements imposed by those authorities and entities.

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§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.~~

...

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall make necessary revisions to any relevant documents and take action as required under Sections 6.5 and 6.6 and request the Owner's written approval of the Design Development Documents.

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§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's written approval of the Construction Documents.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this ~~Agreement.~~ Agreement or Architect consents to and acknowledges such modifications. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's written approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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§ 4.1.1 The services listed below are not included in Basic ~~Services~~ Services, unless indicated as such, but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Provided, prior to commencing any such Supplemental Services, Architect shall provide Owner with a cost proposal and scope of work to be approved in writing by the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

~~(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)~~

...

§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Not Provided</u>
§ 4.1.1.2 Programming	<u>Architect, Owner</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities survey <u>evaluation</u>	<u>Architect</u>
§ 4.1.1.6 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect</u>
§ 4.1.1.10 Landscape design	<u>Architect</u>
§ 4.1.1.11 Architectural interior design	<u>Architect</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Provided under Basic Services</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16 As-designed record drawings	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22 Telecommunications/data Telecommunications/data/audio-visual design	<u>Architect, Owner</u>
§ 4.1.1.23 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24 Commissioning	<u>Not Provided</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26 Historic preservation	<u>Not Provided</u>
§ 4.1.1.27 Furniture, Fixtures, and Equipment (FF&E) design/coordination.	<u>Architect</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	
§ 4.1.1.28 Food Service Design	<u>Architect</u>
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Signage and Graphics	<u>Architect</u>
§ 4.1.1.29 Other Supplemental Services	

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.1.1 Programming (§ 4.1.1.2): The Architect will collaborate with the Owner to finalize the program for the Project.

§ 4.1.2.1.2 Multiple Preliminary Designs (§ 4.1.1.3): The Architect will provide multiple preliminary designs illustrating options for the scale and relation of the Project components and other Project design choices for the Owner's consideration.

§ 4.1.2.1.3 Existing Facilities Evaluation (§ 4.1.1.5): The Architect will review and evaluate the existing site and structure. This effort will include on-site investigation, digital scanning of existing conditions, and building envelope evaluation.

§ 4.1.2.1.4 Site evaluation and planning (§ 4.1.1.6): The Architect to provide site plan evaluation and planning based on Owner's programmatic requirements and obtain the Owner's approval of the Project site plans.

§ 4.1.2.1.5 Civil Engineering (§ 4.1.1.9): The Architect will provide Civil Engineering design and documentation to detail Work required on the site including parking, grading and drainage, and utilities. The scope of work includes preparation of necessary drawings and specifications, and construction observation. Off-site improvements, easement closure and creation, utility line abandonment and relocation, and utility relocation are not included.

§ 4.1.2.1.6 Landscape Design (§ 4.1.1.10): The Architect will provide design and documentation of landscape elements and irrigation systems.

§ 4.1.2.1.7 Architectural interior design (§ 4.1.1.11): The Architect will provide interior design services for selection of interior finishes and accessories.

§ 4.1.2.1.8 As-designed record drawings (§ 4.1.1.16): The Architect will prepare a set of as-designed record drawings.

§ 4.1.2.1.9 As-constructed record drawings (§ 4.1.1.17): The Architect will prepare a set of as-constructed record drawings based upon project record drawings maintained by the Construction Manager. These will be provided to the Owner in digital format.

§ 4.1.2.1.10 Telecommunications/data/audio-visual design (§ 4.1.1.22): The Architect will provide design services and coordination of low voltage building systems, telecommunications/data/audio visual systems. The Owner shall provide information for required components, including the assistance vendors and equipment providers if available.

§ 4.1.2.1.11 Furniture, Fixtures, and Equipment (FF&E) design/coordination (§ 4.1.1.27): The Architect will design services related to furniture selection as well as procurement support for the Project.

§ 4.1.2.1.12 Food Service Design (§ 4.1.1.28): The Architect will provide food service design.

§ 4.1.2.1.13 Signage and Graphics (§ 4.1.1.29): The Architect will design and specify signage and graphic systems for the Project.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Reserved.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.Reserved.

PAGE 13

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall

give prompt written notice to the Architect of the Owner's determination. ~~The If deemed necessary by Owner, the~~ Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

PAGE 14

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~(—) visits to the site by the Architect during construction~~
- .3 ~~(—) Three (3)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(— .3)~~ Three (3) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 15

§ 5.17. Notwithstanding anything to the contrary, and unless a longer period is expressly provided in this Agreement, the Owner shall respond to all Architect requests for information, decisions, or approvals within seven (7) business days of such request. Failure to respond within that period shall not constitute automatic approval, and Architect shall follow up with a written reminder and a three (3) day grace period before asserting delay or entitlement to additional compensation.

PAGE 16

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial ~~Information, Information~~ and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

...

§ 6.3.1 ~~If the Architect is providing cost estimating services as a Supplemental Service, and~~ a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, ~~and the Owner shall cooperate with the Architect in making such adjustments.~~ Work.

...

§ 6.7 After incorporation of modifications under Section 6.6, the Architect ~~shall, as an Additional Service, shall~~ make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the ~~excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.~~ incorporation of modifications are solely directed by the Owner, in which case they shall be provided as an Additional Service. .

PAGE 17

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement. Provided, upon the Owner's payment for all services rendered to the date of termination, the license granted to Owner shall be irrevocable and survive termination of this Agreement for any reason.

PAGE 18

(Check the appropriate box.)

...

[☒] Litigation in a court of competent jurisdiction

PAGE 19

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven~~ thirty (30) days' written notice to the Owner before suspending services. ~~In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.~~ Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services actually performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, ~~Architect and delays caused by events of force majeure,~~ the Architect may terminate this Agreement by giving not less than ~~seven~~ fifteen (15) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~ thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

...

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Reserved.

PAGE 20

.1 Stipulated Sum Sum:
(Insert amount)

...

.2 — Percentage Basis
— *(Insert percentage value)*

— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

~~3~~ — Other~~(Describe the method of compensation)~~

Stipulated Sum of Three Hundred Twelve Thousand, Five Hundred Dollars (\$312,500). This fee is based upon a Cost of Work of Five Million Dollars (\$5,000,000). If the Cost of the Work increases by more than five percent (5%), the Owner and Architect agree that Additional Services Fees may be required.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 ~~and for any Sustainability Services required pursuant to Section 4.1.3,~~ the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Fees for Supplemental Services designated in Section 4.1.1 are included in the Stipulated Sum Fee in 11.1.1 above.

PAGE 21~~(Insert amount of, or basis for, compensation.)~~Negotiated Stipulated Sum.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10.0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Negotiated Stipulated Sum

...

Schematic Design Phase	<u>twenty-five</u>	percent (<u>25</u>	%)
Design Development Phase	<u>twenty-five</u>	percent (<u>25</u>	%)
Construction Documents Phase	<u>thirty-five</u>	percent (<u>35</u>	%)
Construction Phase	<u>fifteen</u>	percent (<u>15</u>	%)

...

§ 11.6 ~~When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~Reserved.

...

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Reserved.**Employee or Category****Rate (\$0.00)**

...

- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3~~ — Permitting and other fees required by authorities having jurisdiction over the Project;
- ~~.4~~ — ~~.3~~ Printing, reproductions, plots, and standard form documents;
- ~~.5~~ — ~~.4~~ Postage, handling, and delivery;

- ~~.6~~ .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ .6 ~~Renderings, physical~~ Physical models, mock-ups, professional photography, and presentation materials requested by the Owner ~~or required for the Project~~;
- ~~.8~~ .7 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~.9~~ .8 All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ .9 Site office expenses;
- ~~.11~~ .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- ~~.12~~ .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%)~~ five percent (5.0%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Reserved.
PAGE 22

§ 11.10.1.1 An initial payment of ~~(\$ —)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Reserved.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~(\$ —)~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. Reserved.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, ~~or in the absence thereof at the legal rate~~ prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.) below.

6.0 % per annum

...

~~(Include other terms and conditions applicable to this Agreement.)~~

None.

...

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:

_____ *(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[] — AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as
Constructor Edition dated as indicated below.
— *(Insert the date of the E234 2019 incorporated into this agreement.)*

[] — Other Exhibits incorporated into this Agreement:
— *(Clearly identify any other exhibits incorporated into this Agreement, including any
exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

~~4~~ — Other documents:
— *(List other documents, if any, forming part of the Agreement.)*

...

Elsie Urueta Pollock
Founder and Chief Executive Officer

(Printed name and title)

Tyler Wallace, AIA
Principal

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:16:42 ET on 07/09/2025 under Order No. 8244841089 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Coversheet

Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC assignment and assumption of the purchasing contract for the Jones Elementary facility project.

Section: IV. Action Agenda

Item: C. Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC assignment and assumption of the purchasing contract for the Jones Elementary facility project.

Purpose: Vote

Submitted by:

Related Material:

ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR SALE V2 .docx.pdf

ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

This Assignment and Assumption of Contract For Sale and Purchase of Real Estate (this "**Assignment**"), dated as of the _____ day of July 2025 (the "**Effective Date**"), is entered into by and between Tulsa Honor Academy, Inc., an Oklahoma Not-For-Profit Corporation ("**Assignor**"), and THA Facilities, LLC, an Oklahoma Limited Liability Company ("**Assignee**").

WHEREAS, Assignor, has entered into that certain Contract For Sale and Purchase of Real Estate dated January 14, 2025 by and between Independent School District No. 1 of Tulsa County, Oklahoma a/k/a Tulsa Public Schools, as Seller, and Assignor, as Purchaser, (the "**Purchase Agreement**") for the purchase and sale of certain real property as more particularly described therein (the "**Property**"); and

WHEREAS, the Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all rights, duties, and obligations of the Purchaser arising from and related to the Purchase Agreement; and

WHEREAS, Assignee is a wholly owned subsidiary of Assignor.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. As of the Effective Date of this Assignment, Assignor HEREBY ASSIGNS AND TRANSFERS unto Assignee all of Assignor's rights in, under and to all benefits and privileges accruing to Assignor under the Purchase Agreement.

2. Assumption. Assignee hereby assumes and agrees to perform any and all of the obligations and liabilities of Assignor under the Purchase Agreement.

3. Miscellaneous.

(a) This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

(b) This Assignment shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of law rules.

(c) This Assignment may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

(d) Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein.

(e) This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date set forth above.

ASSIGNOR:

Tulsa Honor Academy, Inc., an Oklahoma Corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

THA Facilities, LLC., an Oklahoma Limited Liability Company

By: _____

Name: _____

Title: _____

Coversheet

New & Modified General Fund, Gift Fund, and Insurance Fund Encumbrances

Section:	IV. Action Agenda
Item:	D. New & Modified General Fund, Gift Fund, and Insurance Fund
Encumbrances	
Purpose:	Vote
Submitted by:	
Related Material:	Modified POs - Act Fund - FY25 - Jul 2025.pdf Modified POs - Ins Fund - FY25 - Jul 2025.pdf Modified POs - Gift Fund - FY25 - Jul 2025.pdf Modified POs - Gen Fund - FY25 - Jul 2025.pdf Modified POs - Building Fund - FY25 - Jul 2025.pdf New POs - Ins Fund - FY25 - Jul 2025.pdf New POs - Act Fund - FY25 - Jul 2025.pdf New POs - Building Fund - FY25 - Jul 2025.pdf New POs - Gift Fund - FY25 - Jul 2025.pdf New POs - Gen Fund - FY25 - Jul 2025.pdf Modified POs - Gen Fund - FY26 - Jul 2025.pdf New POs - Act Fund - FY26 - Jul 2025.pdf New POs - Build Fund - FY26 - Jul 2025.pdf New POs - Gift Fund - FY26 - Jul 2025.pdf New POs - Gen Fund - FY26 - Jul 2025.pdf

Tulsa Honor Academy
Change Order Listing

Options: Fund(s): SCHOOL ACTIVITY FUND, Year: 2024-2025, ReferenceDate: Prior To Begin Date, Date Range: 6/17/2025 - 6/30/2025, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
				Non-Payroll Total:	\$0.00
				Payroll Total:	\$0.00
				Report Total:	

Tulsa Honor Academy
Change Order Listing

Options: Fund(s): CASUALTY/FLOOD INS FUND, Year: 2024-2025, ReferenceDate: Prior To Begin Date, Date Range: 6/17/2025 - 6/30/2025, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
				Non-Payroll Total:	\$0.00
				Payroll Total:	\$0.00
				Report Total:	

Tulsa Honor Academy
Change Order Listing

Options: Fund(s): GIFT FUND, Year: 2024-2025, ReferenceDate: Prior To Begin Date, Date Range: 6/17/2025 - 6/30/2025,
Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
17	01/15/2025	1019	Prosperity Bank	Network Office Purchases	517.30
Non-Payroll Total:					\$517.30
Payroll Total:					\$0.00
Report Total:					\$517.30

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Tulsa Honor Academy

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Change Order Listing

Options: Fund(s): General Fund, Year: 2024-2025, ReferenceDate: Prior To Begin Date, Date Range: 6/17/2025 - 6/30/2025,
Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
5	07/01/2024	1311	THA Facilities, LLC	Lease Payments for Sheridan Campus	58,376.65
56	07/01/2024	917	City of Tulsa	Water bill	1,491.49
83	07/01/2024	699	WIRED! Technology Partners, Inc.	Technology Services	905.52
85	07/01/2024	607	Sundance Office Supply, LLC	Network Office - College Readiness Supplies	909.66
86	07/01/2024	607	Sundance Office Supply, LLC	General Operational Supplies for Schools	3,997.20
95	07/01/2024	1638	CodeCombat, Inc	HS CSE Supplemental Curriculum	400.00
232	03/05/2025	1309	Scholastic Sales, Inc dba Jostens	HS Graduation Regalia	73.82
Non-Payroll Total:					\$66,154.34
Payroll Total:					\$699,390.52
Report Total:					\$765,544.86

Tulsa Honor Academy
Change Order Listing

Options: Fund(s): BUILDING FUND, Year: 2024-2025, ReferenceDate: Prior To Begin Date, Date Range: 6/17/2025 - 6/30/2025, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
5	11/21/2024	1663	Whitacre Glass Works LLC	Window Repair	50.58
				Non-Payroll Total:	\$50.58
				Payroll Total:	\$0.00
				Report Total:	\$50.58

Tulsa Honor Academy
Purchase Order Register

Options: Year: 2024-2025, Fund(s): CASUALTY/FLOOD INS FUND, Date Range: 6/17/2025 - 6/30/2025

PO No	Date	Vendor No	Vendor	Description	Amount
Non-Payroll Total:					\$0.00
Payroll Total:					\$0.00
Report Total:					

Tulsa Honor Academy
Purchase Order Register

Options: Year: 2024-2025, Fund(s): SCHOOL ACTIVITY FUND, Date Range: 6/17/2025 - 6/30/2025

PO No	Date	Vendor No	Vendor	Description	Amount
Non-Payroll Total:					\$0.00
Payroll Total:					\$0.00
Report Total:					

Tulsa Honor Academy
Purchase Order Register

Options: Year: 2024-2025, Fund(s): BUILDING FUND, Date Range: 6/17/2025 - 6/30/2025

PO No	Date	Vendor No	Vendor	Description	Amount
8	06/18/2025	699	WIRED! Technology Partners, Inc.	Staff Device Refresh	137,206.65
Non-Payroll Total:					\$137,206.65
Payroll Total:					\$0.00
Report Total:					\$137,206.65

Tulsa Honor Academy
Purchase Order Register

Options: Year: 2024-2025, Fund(s): GIFT FUND, Date Range: 6/17/2025 - 6/30/2025

PO No	Date	Vendor No	Vendor	Description	Amount
24	06/27/2025	1823	Quik Print of Tulsa, INC	Campus Beautification	4,000.00
25	06/30/2025	632	Tulsa Public Schools	Transport Scholars for Declaration Day	3,755.50
				Non-Payroll Total:	\$7,755.50
				Payroll Total:	\$0.00
				Report Total:	\$7,755.50

Tulsa Honor Academy
Purchase Order Register

Options: Year: 2024-2025, Fund(s): General Fund, Date Range: 6/17/2025 - 6/30/2025

PO No	Date	Vendor No	Vendor	Description	Amount
261	06/23/2025	1827	ANGEL JAMISON	Reimbursement for background check	58.25
262	06/26/2025	1229	Macmillian Holdings LLC	AP Textbooks	10,000.00
263	06/29/2025	1800	Spartan Home Services, LLC	Wall repair/painting	13,454.23
				Non-Payroll Total:	\$23,512.48
				Payroll Total:	\$940.70
				Report Total:	\$24,453.18

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Tulsa Honor Academy

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Change Order Listing

Options: Fund(s): General Fund, Year: 2025-2026, ReferenceDate: Prior To Begin Date, Date Range: 7/2/2025 - 6/30/2026,
Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
70	07/01/2025	800	PowerSchool Group LLC	Student Information System Licensing Fee	1,363.14
Non-Payroll Total:					\$1,363.14
Payroll Total:					\$1,081.89
Report Total:					\$2,445.03

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Tulsa Honor Academy

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Purchase Order Register**Options:** Year: 2025-2026, Fund(s): SCHOOL ACTIVITY FUND, Date Range: 7/2/2025 - 6/30/2026

PO No	Date	Vendor No	Vendor	Description	Amount
3	07/07/2025	604	Townsend Marketing	Volleyball Uniforms	990.00
4	07/11/2025	1737	Nat'l Assoc.,of Seco. School Princ.	Membership Fees (StuCo, NHS, NJHS)	865.00
5	07/11/2025	1732	Oklahoma Assoc. of Student Councils	HS StuCo Membership Fee	125.00
Non-Payroll Total:					\$1,980.00
Payroll Total:					\$0.00
Report Total:					\$1,980.00

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Tulsa Honor Academy
Purchase Order Register

Options: Year: 2025-2026, Fund(s): BUILDING FUND, Date Range: 7/2/2025 - 6/30/2026

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/14/2025	1311	THA Facilities, LLC	Tulsa Public Schools - Jones Facility Purchase	500,000.00
Non-Payroll Total:					\$500,000.00
Payroll Total:					\$0.00
Report Total:					\$500,000.00

Tulsa Honor Academy
Purchase Order Register

Options: Year: 2025-2026, Fund(s): GIFT FUND, Date Range: 7/2/2025 - 6/30/2026

PO No	Date	Vendor No	Vendor	Description	Amount
2	07/10/2025	816	Amazon Capital Services	College Readiness Purchases	0.00
3	07/14/2025	1311	THA Facilities, LLC	Jones Facility Purchase	400,000.00
				Non-Payroll Total:	\$400,000.00
				Payroll Total:	\$0.00
				Report Total:	\$400,000.00

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Tulsa Honor Academy

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Purchase Order Register**Options:** Year: 2025-2026, Fund(s): General Fund, Date Range: 7/2/2025 - 6/30/2026

PO No	Date	Vendor No	Vendor	Description	Amount
102	07/07/2025	1831	Speakable Technologies Inc.	English Language Proficiency Level Estimation	30,756.00
103	07/07/2025	714	Houghton Mifflin Harcourt Pub. Co.	Curriculum for ELD 1 Class and ELD 2 Class	10,945.60
104	07/07/2025	714	Houghton Mifflin Harcourt Pub. Co.	MAP Growth Assessments	14,812.50
105	07/08/2025	1632	Revolving Enrichment, LLC	Substitute classroom staffing service	10,000.00
106	07/11/2025	1845	HMH Education Company	Curriculum for ELD 1 Class and ELD 2 Class	10,945.60
Non-Payroll Total:					\$77,459.70
Payroll Total:					\$1,081.89
Report Total:					\$78,541.59