



Tulsa Honor Academy

September 2025 Board Meeting

Date and Time

Tuesday September 16, 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-M	Vote	Anna Montgomery	1 m
B. August 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.	August 2025 Financial Report		
	This report represents our finances for the month of August 2025 as prepared by Oklahoma Consulting & Accounting Services, LLC.		
D.	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.		
E.	Approval of Ignite 2 Unite, LLC Agreement of Services		
	This agreement includes a Keynote Speaker and Leadership Workshop for THA's Week of Caring put on by the High School Student Council.		
F.	Approval of 25-26 Strawbridge Yearbook Contract		
	This contract includes yearbook services for all three schools for the 25-26 school year.		
G.	Approval of Charter School Growth Fund High School Data Collaborative Agreement		
	This data share agreement allows THA to share data with CSGF in order to compare where we fall in academic and College Going metrics. CSGF agrees to collect, compile and analyze certain data provided from each of the Networks in order to identify trends and benchmarks.		
H.	Approval of 25-26 Junior Achievement BizTown Contract		
	This contract includes THA 5th grade scholar participation in Junior Achievement BizTown interactive experience.		
I.	Approval of Oklahoma Paving Solutions Parking Lot Repair Proposal		

	Purpose	Presenter	Time
	This proposal includes necessary repairs for the Sheridan campus parking lot, including: milling failed areas at 2 inch depth, cleaning areas and applying tack coat, installing 2 inch asphalt, rolling and compacting area, and jobsite clean up.		
J.	Approval of 25-26 Empower-ED Memorandum of Understanding		
	This MOU includes college and career advising for THA scholars, specifically focused on a cohort from 9th & 10th grade so that the THA team could focus on 11th & 12th graders.		
K.	Approval of Nothing's Left Rental Contract		
	This contract includes the venue space for the annual winter staff celebration, paid for by the gift fund.		
L.	Approval of 25-26 Public Consulting Group School Based Medicaid Contract		
	This contract is with a third party company that will perform administrative tasks which will allow THA to submit and receive medicaid reimbursements for special education related services.		
M.	Approval of Discovery Lab Contract		
	THA is entering into a rental agreement with Discovery Lab to host THA's 10 Year Celebration.		
III.	Information Agenda		5:03 PM
A.	Facility Update	Alison Moore	5 m
IV.	Executive Session		5:08 PM
A.	Propose executive session to discuss the following items pursuant to O.S. Title 25, Section 307 (B) (3): Discussing the purchase or appraisal of real property (Parcel ID: 99303-93-03-15760)	Madison Dominguez	15 m
V.	Information Agenda Continued		5:23 PM
A.	THA Familia Spotlight: Setting the Bar High, Starting with Freshmen	Discuss	15 m

	Purpose	Presenter	Time
B. September CEO Report	Discuss	Madison Dominguez	15 m
C. THA Board Committee Reports	Discuss		10 m
<ul style="list-style-type: none"> • Executive Committee • Governance Committee • Academic Achievement Committee • Finance Committee 			
D. Activity Fund Report	Discuss	Elsie Urueta Pollock	2 m
VI. Action Agenda			6:05 PM
A. Approval of Lease with THA Facilities LLC for Former Jones Elementary Facility		Alison Moore	3 m
This lease includes procurment, rent, and renovation expenses of the former Jones Elementary facility.			
B. 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.			
VII. New Business			
VIII. Closing Items			6:13 PM
A. Adjourn Meeting	Vote	Anna Montgomery	1 m

Coversheet

August Board Meeting Minutes

Section:	II. Consent Agenda
Item:	B. August Board Meeting Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for August 2025 Board Meeting on August 19, 2025

DRAFT



Tulsa Honor Academy

Minutes

August 2025 Board Meeting

Date and Time

Tuesday August 19, 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

Anna Montgomery, Ivan Godinez-Reyes, Jimmy Rodriguez, Mikeal Vaughn

Directors Absent

Eric Danklefsen, Lorena Rivas, Samantha Aponte-Atkins

Guests Present

Madison Dominguez

I. Opening Items

A. Roll Call

B. Call the Meeting to Order

Anna Montgomery called a meeting of the board of directors of Tulsa Honor Academy to order on Tuesday Aug 19, 2025 at 5:07 PM.

II. Consent Agenda

A. Consent Agenda: Items B-P

Jimmy Rodriguez made a motion to Approve the Consent Agenda items with the removal of the Estimate of Needs.

Ivan Godinez-Reyes seconded the motion.

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

B. July Board Meeting Minutes

Jimmy Rodriguez made a motion to approve the minutes from July 2025 Board Meeting on 07-15-25.

Ivan Godinez-Reyes seconded the motion.

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

C. July 2025 Financial Report

D. Routine Staffing

E. June 2025 Financial Report

F. 2025-2026 Activity Fund Subaccounts

G. 2025-2026 Scholar Fundraisers

H. 2025-2026 Board Appointees

I. H&E Landscaping Contract for Former Jones Facility

J. OU NCDE Training Collaboration Agreement

K. Edgewood Partners Insurance Center (EPIC) Appointment

L. Oklahoma Association of Student Council Membership

M. 7Gen Coaching for Chief of Staff

N. Recognition of Days to Hours Calculation

O. Revised Board Policies: Administering Medication to Scholars Policy, Scholar Code of Conduct, Employee Harrassment Policy, FERPA Policy, Days to Hours Policy

P.

Estimate of Needs

III. Information Agenda

A. August CEO Report

THA's Founder and CEO, Elsie Urueta Pollock, provided the August 2025 CEO report.

B. THA Familia Spotlight: Wildly Important Priority

THA's COO, Alison Moore, provided an update about THA's 2025-2026 Wildly Important Priority: Every Scholar. Every Day.

C. Facility Update

THA's Founder and CEO, Elsie Urueta Pollock, provided a facility update. We will begin to have recurring facility updates beginning at September's board meeting.

D. THA Board Committee Reports

THA's Board Members and Staff provided THA's Board Committee Reports.

E. Activity Fund Report

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

IV. Action Agenda

A. **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 MTC Tulsa LLC for the Jones Elementary facility project.**

Ivan Godinez-Reyes 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 pre-construction agreement with MTC Tulsa LLC for the Jones Elementary facility project.

Jimmy Rodriguez seconded the motion.

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

B. **New & Modified General Fund, Gift Fund, and Insurance Fund Encumbrances**

Jimmy Rodriguez made a motion to approve the New & Modified General Fund, Gift Fund, and Insurance Fund Encumbrances.

Mikeal Vaughn seconded the motion.

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

V. New Business

A.

Approval of Ana Ponce as Board Member for 2nd Term

Ivan Godinez-Reyes made a motion to approve Ana Ponce as Board Member for a 2nd Term.

Jimmy Rodriguez seconded the motion.

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

B. Approval of THA's Estimate of Needs

Ivan Godinez-Reyes made a motion to approve THA's Estimate of Needs.

Jimmy Rodriguez 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 6:53 PM.

Respectfully Submitted,
Anna Montgomery

Coversheet

August 2025 Financial Report

Section:	II. Consent Agenda
Item:	C. August 2025 Financial Report
Purpose:	
Submitted by:	
Related Material:	THA August 2025 Financial Report 9.9.25.pdf

TULSA HONOR ACADEMY
MONTHLY FINANCIAL REPORT
August 31, 2025 and Year to Date

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JENKINS & KEMPER
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA
MICHAEL KEMPER, CPA

September 8, 2025

Honorable Board of Trustees
Tulsa Honor Academy
Tulsa, Oklahoma

I have compiled the accompanying statement of assets, liabilities, and net assets – modified cash basis for the Tulsa Honor Academy as of August 31, 2025 and the related statements of revenues and expenses – cash basis for the two (2) months then ended for the General, Building, and Gifts Funds. Prior year's comparative revenue and expense information and current year budgetary information are included in the related statements of revenue and expenses, as well as items listed in the table of contents under the heading supplemental information, which are presented only for analysis purposes. My compilation was performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the cash basis of accounting and the budget laws of the State of Oklahoma, which is a basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting, in the form of financial statements and supplemental information that is the representation of the management. I have not audited or reviewed the accompanying financial statements and supplemental information and, accordingly, do not express an opinion or any other form of assurance on them. However, I did become aware of a departure from the cash and budgetary basis of accounting that is described in the following paragraph.

The regulatory basis of accounting requires a specific format of presentation of governmental funds and the accompanying presentation does not comply with that format. Additionally, fixed assets and any related debt are not included in the statement of assets, liabilities and net assets presented on a cash basis. Any such accounts are reflected in the statement of revenues and expenses as a corresponding receipt and/or expenditure of funds. The effects of these departures on the financial statements have not been determined.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the School's assets, liabilities, net assets, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Tulsa Honor Academy.

Sincerely,

Jenkins & Kemper, CPAs P.C.

Jack H. Jenkins
Certified Public Accountant

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TULSA HONOR ACADEMY
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - CASH BASIS
AUGUST 31, 2025

	<u>General</u>	<u>Building</u>	<u>Gifts</u>	<u>Lease</u>	<u>Activity</u>	<u>General Long-Term Debt</u>	<u>Totals</u>
Assets							
Cash	\$ 2,893,334.36	1,001,414.94	451,363.92	104,291.19	16,877.93		4,467,282.34
Investments	\$ 2,950,648.16		1,426,809.92				4,377,458.08
Amounts to be provided for retirement of general long-term debt						10,262,279.39	
Total Assets	<u>5,843,982.52</u>	<u>1,001,414.94</u>	<u>1,878,173.84</u>	<u>104,291.19</u>	<u>16,877.93</u>	<u>10,262,279.39</u>	<u>8,844,740.42</u>
Liabilities							
O/S Payments	451,797.13	52,453.88	69.75	15,934.72	223.47		520,478.95
Reserves	3,641.15	3,834.75	6,647.12				14,123.02
Long-Term Debt - Capital Lease						10,262,279.39	
Total Liabilities	<u>455,438.28</u>	<u>56,288.63</u>	<u>6,716.87</u>	<u>15,934.72</u>	<u>223.47</u>	<u>10,262,279.39</u>	<u>534,601.97</u>
Restricted for Construction				88,356.47			
Unrestricted Net Assets	<u>5,388,544.24</u>	<u>945,126.31</u>	<u>1,871,456.97</u>	<u>-</u>			<u>8,310,138.45</u>
Net Assets 06/30/2025	<u>\$ 4,923,563.51</u>	<u>1,513,724.68</u>	<u>2,223,322.47</u>	<u>70,452.69</u>			<u>8,731,063.35</u>

SEE ACCOUNTANT'S COMPILATION REPORT

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TULSA HONOR ACADEMY
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS-CASH BASIS
JULY 31, 2025

General Fund	Source	2024-25	2024-25	% of YTD	2025-26	2025-26	% of YTD
<u>Revenue</u>	<u>Code</u>	<u>Actual</u>	<u>As of 8/31/24</u>	<u>to Actual</u>	<u>Budgeted</u>	<u>As of 8/31/25</u>	<u>to Budg.</u>
LOCAL SOURCES							
Interest	1310	\$ 84,649.35	15,965.85	18.9%		13,617.77	N/A
Reimbursements	1500	156,761.11	152,650.43	97.4%	180,000.00	3,258.17	1.8%
Other Local Sources of Revenue	1600	165,698.29	83,906.06	50.6%	711,250.00	79,873.14	11.2%
Child Nutrition - Local (or 5150)	1700	8,815.92	2,343.17	26.6%	10,000.00		0.0%
Non-revenue Receipts	5000	32,717.50	400.67	1.2%		13.51	N/A
Employee Retention IRS Tax Credit						1,035,614.71	N/A
STATE SOURCES							
Foundation & Salary Incentive Aid	3210	9,518,008.86	785,360.23	8.3%	8,834,101.00	862,579.44	9.8%
Flexible Benefits Reimb.	3250	812,703.68	61,004.94	7.5%	913,532.00	75,866.73	8.3%
Inspired to Teach	3413			N/A		12,000.00	N/A
Purchase of Textbooks	3420	78,794.22	74,766.99	94.9%	81,428.00	7,103.67	8.7%
Redbud Act Funds	3435			N/A			N/A
School Resource Officer Grant	3436	176,108.08	176,108.08	100.0%	93,041.47	93,041.47	100.0%
Maternity Leave	3437	37,006.87		0.0%			N/A
Advanced Placement	3470			N/A			N/A
Ace Technology	3690	7,902.93		0.0%			N/A
Child Nutrition - State	3700	7,322.22		0.0%			N/A
FEDERAL SOURCES							
Title I (Proj. 511&515)	4210	410,175.54		0.0%	696,116.50	171,149.50	24.6%
Title II, Part A (541)	4271	174,036.61		0.0%	79,292.00		0.0%
Title III	4281	57,269.58	58.73		63,416.49	7,643.49	
Special Education Programs	4300	172,900.33	4,490.00	2.6%	276,073.19	56,842.19	20.6%
Title IV, Part A	4442	59,760.51		0.0%	34,776.00		0.0%
ARP ESSER III	4689	214,418.93	214,418.93	100.0%			N/A
Miscellaneous Federal	4689			N/A	104,363.82		0.0%
Child Nutrition - Federal	4700	835,241.76	84,163.33	10.1%	650,000.00	9,233.94	1.4%
Total Revenue		13,010,292.29	1,655,637.41	12.7%	12,727,390.47	2,427,837.73	19.1%
Lapsed Appr/Estopped Warr.	6130/40	29,291.87					
Interfund Transfers	6200	69,133.20	-			(20,334.72)	
Net Assets - Beginning		4,713,475.42	4,713,475.42		4,923,563.51	4,923,563.51	
Balance Available		\$ 17,822,192.78	6,369,112.83		17,650,953.98	7,331,066.52	

TULSA HONOR ACADEMY
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS-CASH BASIS
JULY 31, 2025

<u>Expenditures</u>	<u>Object Code</u>	<u>2024-25 Actual</u>	<u>2024-25 As of 8/31/24</u>	<u>% of YTD to Actual</u>	<u>2025-26 Budgeted</u>	<u>2025-26 As of 8/31/25</u>	<u>% of YTD to Budg.</u>
Salaries	100	\$ 6,786,676.02	876,734.25	12.9%	7,520,304.00	878,593.82	11.7%
Employee Benefits	200	1,366,180.91	168,969.90	12.4%	1,515,488.00	178,701.60	11.8%
Worker's Comp./State Unempl.	270-280	44,547.03		0.0%	43,778.00	12,573.00	28.7%
Professional Services	300	939,569.97	72,538.87	7.7%	555,994.00	56,074.90	10.1%
Utility Services	410	209,813.56	18,336.19	8.7%	349,927.00	40,322.48	11.5%
Cleaning Services	420	265,813.40	18,340.39	6.9%	254,322.00	24,668.98	9.7%
Repairs and Maintenance Services	430	114,948.62	1,781.52	1.5%	66,384.00	21,770.33	32.8%
Rentals or Lease Services	440	225,191.96	11,425.99	5.1%	945,012.00	148,088.02	15.7%
Student Transportation	510	661,714.89	59,671.15	9.0%	800,958.00	79,669.80	9.9%
Insurance Services	520	121,519.00		0.0%	125,906.00	28,561.08	22.7%
Communications Services	530	28,270.86	6,501.80	23.0%	9,456.00	10,250.22	108.4%
Advertising	540	7,749.47		0.0%	25,000.00		0.0%
Printing	550	9,594.65	3,717.26	38.7%	25,000.00	5,809.40	23.2%
Food Service Management	570	508,128.92		0.0%	656,250.00	215,297.56	32.8%
Out-of-District Travel	580	47,748.72		0.0%	20,184.00	319.51	1.6%
Commodity Distribution	599	2,091.65		0.0%	3,040.00		0.0%
General Supplies	610	236,002.52	26,446.52	11.2%	213,525.00	54,819.12	25.7%
Books	640	70,062.46		0.0%	41,295.00	5,959.50	14.4%
Furniture, Fixtures, Tech, etc.	650	221,865.86	45,621.79	20.6%	326,346.00	177,513.99	54.4%
Student and Staff	680	41,395.96	2,450.00	5.9%	14,110.00	1,585.90	11.2%
Property	700	784,070.79	58,550.66	7.5%			N/A
Sponsor Fees	805	104,025.69		0.0%	88,341.00		0.0%
Dues and Fees	810	38,758.29	776.76	2.0%	328,759.00	947.56	0.3%
Staff Registration & Tuition	860	49,270.96	196.47	0.4%		50.00	N/A
Reimbursement	930	13,617.11	1,798.12	13.2%	3,771.00	945.51	25.1%
Total Expenditures		12,898,629.27	1,373,857.64	10.7%	13,933,150.00	1,942,522.28	13.9%
Net Assets - Ending		\$ 4,923,563.51	4,995,255.19		3,717,803.98	5,388,544.24	

TULSA HONOR ACADEMY - 2025-26 FISCAL YEAR
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS - CASH BASIS

	Source	2024-25	2024-25	% of YTD		2025-26	2025-26	% of YTD
	<u>Codes</u>	<u>Actual</u>	<u>As of 8/31/2024</u>	<u>to Actual</u>		<u>Budgeted</u>	<u>As of 8/31/2025</u>	<u>to Budgeted</u>
Building Fund								
<u>Revenue</u>								
Redbud Grant	3435	662,537.01	-	0.0%		730,620.00		0.0%
Total Revenue		662,537.01	-	0.0%		730,620.00	-	0.0%
Interfund Transfers	6200	419,758.40		0.0%				N/A
Net Assets - Beginning	6110	614,029.27	614,029.27			1,513,724.68	1,513,724.68	
Total Revenue Available		1,696,324.68	614,029.27			2,244,344.68	1,513,724.68	
<u>Expenditures</u>								
Repairs & Maint. Services	430	37,500.85		0.0%			350.25	N/A
Property Services	440			N/A			515,794.24	N/A
Supplies & Materials	600			N/A		50,000.00		0.0%
Capital Improvements	700	145,099.15	7,892.50	5.4%		50,000.00	52,453.88	104.9%
Total expenditures		182,600.00	7,892.50	4.3%		100,000.00	568,598.37	568.6%
Ending Net Assets		\$1,513,724.68	606,136.77			2,144,344.68	945,126.31	

TULSA HONOR ACADEMY - 2025-26 FISCAL YEAR
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS - CASH BASIS

	Source	2024-25	2024-25	% of YTD		2025-26	2025-26	% of YTD
	<u>Codes</u>	<u>Actual</u>	<u>As of 8/31/2024</u>	<u>to Actual</u>		<u>Budgeted</u>	<u>As of 8/31/2025</u>	<u>to Budgeted</u>
Gifts Fund								
<u>Revenue</u>								
Interest Earnings	1300	\$ 84,649.34	15,965.87	18.9%			13,617.79	N/A
Donations	1610	799,111.52	54,483.52	6.8%			40,299.93	N/A
Correcting Entries	5000	1,824.75		0.0%				N/A
Total Revenue		885,585.61	70,449.39	8.0%		-	53,917.72	N/A
Lapsed Appr/Estopped Warr.	6130/40	1,749.65		0.0%				N/A
Interfund Transfers	6200	(139,585.89)		N/A				N/A
Net Assets - Beginning	6110	1,701,625.84	1,701,625.84			2,223,322.47	2,223,322.47	
Total Revenue Available		2,449,375.21	1,772,075.23			2,223,322.47	2,277,240.19	
<u>Expenditures</u>								
Professional Services	300	1,250.00		0.0%				N/A
Rentals or Lease Services	440	25,475.56		0.0%			404,054.00	N/A
Student Transportation	510	3,755.50		0.0%				N/A
Printing and Binding	550	4,055.11		0.0%				N/A
Staff Travel	580	1,300.00		0.0%				N/A
Supplies & Materials	600	24,837.82		0.0%		32,000.00	1,729.22	5.4%
Capital Improvements	700	100,000.00		0.0%				N/A
Scholarships	880	63,554.00		0.0%		50,000.00		0.0%
Reimbursement	930	1,824.75		0.0%				N/A
Total expenditures		226,052.74	-	0.0%		82,000.00	405,783.22	494.9%
Ending Net Assets		\$ 2,223,322.47	1,772,075.23			2,141,322.47	1,871,456.97	

SUPPLEMENTAL INFORMATION

TULSA HONOR ACADEMY - 2025-26 FISCAL YEAR
THREE (3) YEAR COMPARISON - GENERAL FUND - CASH BASIS
AUGUST 31, 2025

	2023-24 Expenditures		2024-25 Expenditures		2025-26 Expenditures	
	<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>
July	\$ 265,321.21	120,735.67	382,776.66	101,897.29	355,161.39	303,925.01
August	555,616.57	134,332.98	662,927.49	226,256.20	702,134.03	581,301.85
September	593,769.47	596,083.72	670,611.43	539,425.94		
October	564,164.00	466,985.20	678,943.20	600,301.89		
November	587,179.52	453,912.98	672,114.42	252,256.99		
December	539,486.96	793,939.07	675,441.73	388,316.76		
January	560,652.37	227,122.85	686,033.45	736,808.02		
February	563,389.20	419,531.38	688,236.63	315,209.09		
March	521,169.51	584,663.91	662,472.40	354,946.52		
April	554,070.31	362,726.64	691,112.80	227,354.32		
May	578,126.12	372,712.44	671,097.18	465,636.40		
June	881,669.55	984,622.63	1,055,636.57	492,815.89		
	<u>\$ 6,764,614.79</u>	<u>5,517,369.47</u>	<u>8,197,403.96</u>	<u>4,701,225.31</u>	<u>1,057,295.42</u>	<u>885,226.86</u>
		<u>12,281,984.26</u>		<u>12,898,629.27</u>		<u>1,942,522.28</u>

	2023-24 Expenditures		2024-25 Expenditures		2025-26 Expenditures	
	<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>
July	\$ 265,321.21	120,735.67	382,776.66	101,897.29	355,161.39	303,925.01
August	555,616.57	134,332.98	662,927.49	226,256.20	702,134.03	581,301.85
September						
October						
November						
December						
January						
February						
March						
April						
May						
June						
	<u>\$ 820,937.78</u>	<u>255,068.65</u>	<u>1,045,704.15</u>	<u>328,153.49</u>	<u>1,057,295.42</u>	<u>885,226.86</u>
		<u>1,076,006.43</u>		<u>1,373,857.64</u>		<u>1,942,522.28</u>

FOR INTERNAL USE ONLY

-6-

Coversheet

Routine Staffing

Section:	II. Consent Agenda
Item:	D. Routine Staffing
Purpose:	
Submitted by:	
Related Material:	Payroll PO List - September 2025.pdf

2025-2026 New Hires

Last Name	First Name	Hire Date	Primary Location	Position	Compensation
Felts	Chloe	10/6/2025	THA High School	Teacher	\$44,000.00
Hart	Emily	9/15/2025	THA High School	Teacher	\$44,000.00

Resignations/Terminations

Last Name	First Name	Hire Date	Primary Location	Position	Final Date
McCrackin	Brody	10/16/2023	THA Flores Middle School	Teacher	9/12/2025
Whitley	Trace	9/3/2024	THA High School	Teacher	8/29/2025
Johnson	Anthony	7/11/2025	THA Middle School	Coverage Associate	8/29/2025
Drain	Alex	8/5/2024	THA Middle School	Teacher	9/17/2025

2025-2026 Stipends

Last Name	First Name	Stipend Amount	Location	Stipend Position	Timing
Palmer	Cherish	\$4,000.00	THA High School	Oklahoma State Regents for Higher Ed - Inspired to Teach Program	One-Time
Freeman	Kayla	\$4,000.00	THA High School	Oklahoma State Regents for Higher Ed - Inspired to Teach Program	One-Time
Hampton	Neosha	\$405.00	THA Middle School	Poetry Club Sponsor	Spread
Marr	Kaylyn	\$960.00	THA Middle School	Middle School Spirit Squad Head Coach	Spread
Ray	Amanda	\$2,700.00	THA Middle School	Extracurricular Coordinator	Spread
Ray	Amanda	\$420.00	THA Middle School	National Junior Honor Society Club Sponsor	Spread
Johnson	Gregory	\$960.00	THA Flores Middle School	Middle School Boys Basketball Head Coach	Spread
Mueller	Hannah	\$405.00	THA Flores Middle School	Math Club Sponsor	Spread
Moore	Laci	\$420.00	THA Flores Middle School	National Junior Honor Society Club Sponsor	Spread
Hayes	Megan	\$495.00	THA Flores Middle School	Yearbook Club Sponsor	Spread
Brown	Wade	\$405.00	THA High School	Esports Club Sponsor	Spread
Easter	Xavier	\$1,725.00	THA Flores Middle School	High School Basketball Coach	Spread
Lopez	Phillip	\$405.00	THA High School	Chess Club Sponsor	Spread
West	Kaely	\$1,725.00	THA High School	High School Girls Soccer Coach	Spread
Walden	Kaitlyn	\$510.00	THA High School	National Honor Society Sponsor	Spread
Cline	Kevin	\$405.00	THA High School	Workout Club Sponsor	Spread
Hernandez	Vanessa	\$960.00	THA Middle School	Soccer Coach	Spread
Eppard	Danika	\$720.00	THA Flores Middle School	Student Council Sponsor	Spread
Birt	Andrew	\$960.00	THA Flores Middle School	Soccer Coach	Spread

Salary Changes

Last Name	First Name	Effective Date	Primary Location	Position/Reason	Corrected Salary
Marshall	Tyler	08/01/2025	THA High School	Transition to teacher role	\$44,000.00
Mondy	Kristy	08/19/2025	THA Flores Middle School	Corrected Stipend Amount from \$990 to \$1,000	\$1,000.00

Coversheet

Approval of Ignite 2 Unite, LLC Agreement of Services

Section:	II. Consent Agenda
Item:	E. Approval of Ignite 2 Unite, LLC Agreement of Services
Purpose:	
Submitted by:	
Related Material:	Ignite 2 Unite, LLC - 11_17_2025 to 11_17_2025.pdf


CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	Ignite 2 Unite, LLC
Description of Service:	Week of Caring: Keynote Speaker and Leadership Workshop (High School StuCo)
Jurisdiction or Governing Law:	State of OK
Term of contract:	11/17/2025 to 11/17/2025
Funding Source:	Activity Fund
Total Cost:	\$3,700
THA Signer:	Chief Executive Officer
Contract Type:	New Contract If Renewal, price change notes:
Termination Clause:	The contract requires 4 weeks notice to cancel. 50% cancellation fee if within 4 weeks days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	None
Notes for Clarity:	JJ Jedemski will be keynote speaker for one combined session for THA FMS and THA Middle, one session for all of THA High School and he will lead a Mini Leadership Work Shop with THA High School Student Council.

NOTES FROM THA STAFF

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

AGREEMENT FOR THE SERVICES OF IGNITE 2 UNITE, LLC

SPONSOR: Tulsa Honor Academy
CONTACT: Chandler Moore
WORK PHONE: (918) 438-7204
EMAIL: cmoore@tulsahonor.org
CELL PHONE:

ADDRESS: 1421 S. Sheridan Rd.
CITY, STATE, ZIP: Tulsa, OK 74112
ALT CONTACT: Kimberly Siftar
ALT EMAIL: ksiftar@tulsahonor.org
ALT CELL PHONE: (918) 438-7204

PRESENTATION INFORMATION

SPEAKER: Jason Jedamski
DATE(S): Monday, November 17, 2025
PROGRAM NAME: Two (2) Keynotes and One (1) Breakout Workshop
PROGRAM LENGTH: 6 hours
ARRIVAL TIME: TBD
AUDIENCE: Tulsa Honor Academy middle school and high school students.

DETAILS: Jason Jedamski will keynote two assemblies (one MS and one HS) and facilitate a breakout session for high school leaders on 11/17.

FINANCIAL AGREEMENT

*Program fee is **\$3,700.00**. A deposit of \$1,500.00 is due at time of booking and remaining balance of \$2,200.00 due on day of presentation. Checks payable to Ignite 2 Unite. An Invoice is included with this contract. All fees in US funds only. Ignite2Unite Federal ID 87-1422622.

*A deposit and a Purchase Order for balance are requested to hold this date. If final payment cannot be made on the day of the presentation, program fee will be \$4,070.00.

*Program fee is all-inclusive, including all fees and expenses.

*In the event of cancellation, four weeks' notice will be needed. If this is not possible, there will be a 50% cancellation fee of speaker's honorarium. If, through events beyond the control of the speaker, the speaker is unable to appear, Ignite2Unite will arrange to send a suitable and qualified replacement, reschedule the engagement, or refund the deposit.

*Please provide a wireless microphone and a quality sound system. Presenter will also need a table.

THE ABOVE INFORMATION IS AGREED AND ACCEPTED BY:

K. Jedamski August 11, 2025
Kristin Jedamski, Ignite 2 Unite Date

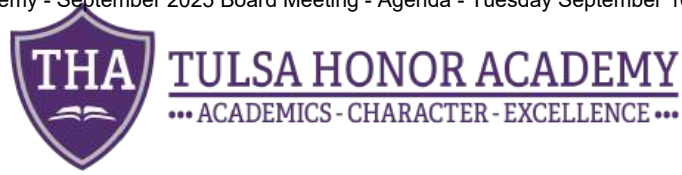
Representative, Tulsa Honor Academy Date

Ignite 2 Unite, LLC / 4720 S. 174th East Avenue / Tulsa, OK 74134
ignite2unite.com / (479) 366-5517

Coversheet

Approval of 25-26 Strawbridge Yearbook Contract

Section: II. Consent Agenda
Item: F. Approval of 25-26 Strawbridge Yearbook Contract
Purpose:
Submitted by:
Related Material: Strawbridge- 10_1_2025 to 7_1_2026.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Strawbridge
Description of Service:	Yearbook Services
Jurisdiction or Governing Law:	State of OK
Term of contract:	10/1/2025 to 7/1/2026
Funding Source:	Activity Fund
Total Cost:	\$6,200
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes:
Termination Clause:	The contract requires NA 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.



Yearbook Publishing Agreement

Date 8/19/2025

STRAWBRIDGE STUDIOS, INC. agrees to publish 8 1/2" x 11" size yearbooks on 80 lb. glossy enamel paper with saddle stitched binding (wire staples) or PUR Glue binding for the 2025 - 2026 school year according to the following specifications.

Extend the terms of this contract for: ☐ 2 Years ☐ 3 Years

School Name	Tulsa Honor Academy High School	Yearbook Advisor 1 Name	Ms. Kimberly Siftar
Client ID:	116479	Email	ksiftar@tulsahonor.org
Address	1421 S Sheridan Rd	Phone	
City, ST Zip	Tulsa, OK 74112	Yearbook Advisor 2 Name	Ben Space
County	Tulsa	Email	bspace@tulsahonor.org
Principal Name	Ms. Kimberly Siftar	Phone	
Email	ksiftar@tulsahonor.org	Yearbook Advisor 3 Name	
Treasurer Name	Accounts Payable	Email	
Email	accountspayable@tulsahonor.org	Phone	
School Phone Number	(918)438-7204		

<u>Specifications</u> Copy Count <u>100</u> Page Count <u>64</u> (4 page increments)	<u>Book Price</u> \$ <u>25.00</u> per book (shipping and sales tax not included) <input checked="" type="checkbox"/> Tax Exempt <input type="checkbox"/> Resale Certificate	<u>Billing</u> <input checked="" type="checkbox"/> School deposit <input type="checkbox"/> Strawbridge deposit <input type="checkbox"/> PTA deposit	<u>Delivery</u> Book Submission Date <u>4/3/2026</u> Last Day of School <u>5/29/2026</u> Spring Break Dates <u>3/16/26-3/20/26</u> <input checked="" type="checkbox"/> Spring delivery <input type="checkbox"/> Summer delivery
<u>Cover Type</u> <input type="checkbox"/> Soft Cover <input checked="" type="checkbox"/> Perfect Bound <input type="checkbox"/> Hard Cover (Books over 72 pages are required to use Perfect Bound or Hard Cover.)	<u>Cover Options</u> Printing on Inside Covers (Front and Back) <input type="checkbox"/> \$35 (Soft Cover and Perfect Bound) <input type="checkbox"/> \$110 (Hard Cover Endsheets) Personalized Cover <input type="checkbox"/> \$8 Each - Name and Picture <input type="checkbox"/> \$5 Each - Name Only Foil Stamping <input type="checkbox"/> Contact your Rep for Pricing		
<u>Software Type</u> <input checked="" type="checkbox"/> Captura Yearbooks <input type="checkbox"/> Other _____		<u>Portrait Upload Sort</u> <input type="checkbox"/> By Teacher <input checked="" type="checkbox"/> By Grade <input type="checkbox"/> Other _____	
<u>Addons</u> <input type="checkbox"/> \$50 Year In Review Backgrounds			

Fine Print:

PRICE - The school agrees to purchase all yearbooks at the price above, plus sales tax and shipping cost. The price per book will change if the page or copy count changes. If tax exempt or resale certificate is selected, verification forms must be submitted to Strawbridge Studios, Inc. prior to the start of your sale.

PROOF - The school will have access to download a digital proof in the software for review. A hard copy proof is available by request. A hard copy proof can only be requested 4 weeks prior to Book Submission Date listed above.

PRINTING - Yearbook submission date is listed above. If you miss this deadline, we cannot guarantee delivery by the last day of school. A Final Submission Form must be signed and submitted by the school to approve the printing of the yearbook. Strawbridge Studios will not be responsible for content errors found after approval.

COVER - The school may design its own custom cover or select a pre-designed cover from our website:

<https://www.strawbridge.net/existing-customers/> The cover deadline is **November 1st**.

LAYOUT & SOFTWARE - Strawbridge Studios will provide the school yearbook software as well as all student and staff images from Fall portrait day(s) at no charge. The school will be responsible for the system requirements of our software along with the layout, design, and placement of information within the yearbook.

MARKETING MATERIAL - The school is responsible for the yearbook sale as well as keeping a record of all orders, whether online or direct payments to the school. Strawbridge Studios will provide a link to view online payments as well as provide one set of printed sales material to the school at no additional charge. Please submit a Sales Material Request Form via our website:

<https://www.strawbridge.net/existing-customers/>

COPYRIGHT - A. The portrait images provided to you are **copyright protected** and are solely for the use of publishing yearbooks subject to the terms and conditions of license provided by the school photographer to the school ("License Agreement"). Unless otherwise stated in the License Agreement or with the school photographer's prior written consent, reproduction is limited to the traditional class portrait pages of the yearbook. You do not have permission to make copies for sale or **other distribution in any manner**. B. The School must only use background images and clip art that are in the software or that it has retained a commercial license for. The school represents that it has not included any copyrighted material in its submission to Strawbridge Studios. Strawbridge Studios will not be held liable for copyright infringement.

Remarks: _____

School Representative _____

Signature

Studio Representative _____

Mandy Robbins
Signature

3616 Hillsborough Road, Durham, NC 27705 919-286-9512 or 800-889-6092 ybsupport@strawbridge.net

F17025_2021



Yearbook Publishing Agreement

Date 8/19/2025

STRAWBRIDGE STUDIOS, INC. agrees to publish 8 1/2" x 11" size yearbooks on 80 lb. glossy enamel paper with saddle stitched binding (wire staples) or PUR Glue binding for the 2025 - 2026 school year according to the following specifications.

Extend the terms of this contract for: ☐ 2 Years ☐ 3 Years

School Name	Tulsa Honor Academy Middle School	Yearbook Advisor 1 Name	Laura Richey
Client ID:	116478	Email	lrichey@tulsahonor.org
Address	209 S Lakewood Ave	Phone	
City, ST Zip	Tulsa, OK 74112	Yearbook Advisor 2 Name	
County	Tulsa	Email	
Principal Name	Ms. Emily Odin	Phone	
Email	edon@tulsahonor.org	Yearbook Advisor 3 Name	
Treasurer Name	Accounts Payable	Email	
Email	accountspayable@tulsahonor.org	Phone	
School Phone Number	(918)833-9420		

<u>Specifications</u> Copy Count <u>100</u> Page Count <u>36</u> (4 page increments)	<u>Book Price</u> \$ <u>16.00</u> per book (shipping and sales tax not included) <input checked="" type="checkbox"/> Tax Exempt <input type="checkbox"/> Resale Certificate	<u>Billing</u> <input checked="" type="checkbox"/> School deposit <input type="checkbox"/> Strawbridge deposit <input type="checkbox"/> PTA deposit	<u>Delivery</u> Book Submission Date <u>4/3/2026</u> Last Day of School <u>5/29/2026</u> Spring Break Dates <u>3/16/26-3/20/26</u> <input checked="" type="checkbox"/> Spring delivery <input type="checkbox"/> Summer delivery
<u>Cover Type</u> <input checked="" type="checkbox"/> Soft Cover <input type="checkbox"/> Perfect Bound <input type="checkbox"/> Hard Cover (Books over 72 pages are required to use Perfect Bound or Hard Cover.)	<u>Cover Options</u> Printing on Inside Covers (Front and Back) <input type="checkbox"/> \$35 (Soft Cover and Perfect Bound) <input type="checkbox"/> \$110 (Hard Cover Endsheets) Personalized Cover <input type="checkbox"/> \$8 Each - Name and Picture <input type="checkbox"/> \$5 Each - Name Only Foil Stamping <input type="checkbox"/> Contact your Rep for Pricing		
	<u>Software Type</u> <input checked="" type="checkbox"/> Captura Yearbooks <input type="checkbox"/> Other _____	<u>Portrait Upload Sort</u> <input type="checkbox"/> By Teacher <input checked="" type="checkbox"/> By Grade <input type="checkbox"/> Other _____	
<u>Addons</u> <input type="checkbox"/> \$50 Year In Review Backgrounds			

Fine Print:

PRICE - The school agrees to purchase all yearbooks at the price above, plus sales tax and shipping cost. The price per book will change if the page or copy count changes. If tax exempt or resale certificate is selected, verification forms must be submitted to Strawbridge Studios, Inc. prior to the start of your sale.

PROOF - The school will have access to download a digital proof in the software for review. A hard copy proof is available by request. A hard copy proof can only be requested 4 weeks prior to Book Submission Date listed above.

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COVER - The school may design its own custom cover or select a pre-designed cover from our website: <https://www.strawbridge.net/existing-customers/> The cover deadline is **November 1st**.

LAYOUT & SOFTWARE - Strawbridge Studios will provide the school yearbook software as well as all student and staff images from Fall portrait day(s) at no charge. The school will be responsible for the system requirements of our software along with the layout, design, and placement of information within the yearbook.

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Remarks: _____

School Representative _____

Signature

Studio Representative _____

Mandy Robbins
Signature

3616 Hillsborough Road, Durham, NC 27705 919-286-9512 or 800-889-6092 ybsupport@strawbridge.net

F17025_2021



Yearbook Publishing Agreement

Date 8/19/2025

STRAWBRIDGE STUDIOS, INC. agrees to publish 8 1/2" x 11" size yearbooks on 80 lb. glossy enamel paper with saddle stitched binding (wire staples) or PUR Glue binding for the 2025 - 2026 school year according to the following specifications.

Extend the terms of this contract for: ☐ 2 Years ☐ 3 Years

School Name <u>Tulsa Honor Academy Flores Middle School</u>	Yearbook Advisor 1 Name <u>Mrs. Megan Hayes Samuels</u>
Client ID: <u>116565</u>	Email <u>mhayes@tulsahonor.org</u>
Address <u>1421 S Sheridan Rd</u>	Phone _____
City, ST Zip <u>Tulsa, OK 74112</u>	Yearbook Advisor 2 Name _____
County <u>Tulsa</u>	Email _____
Principal Name _____	Phone _____
Email _____	Yearbook Advisor 3 Name _____
Treasurer Name <u>Accounts Payable</u>	Email _____
Email <u>accounts payable@tulsahonor.org</u>	Phone _____
School Phone Number <u>(918)998-9689</u>	

<u>Specifications</u> Copy Count <u>100</u> Page Count <u>64</u> (4 page increments)	<u>Book Price</u> \$ <u>21.00</u> per book (shipping and sales tax not included) <input checked="" type="checkbox"/> Tax Exempt <input type="checkbox"/> Resale Certificate	<u>Billing</u> <input checked="" type="checkbox"/> School deposit <input type="checkbox"/> Strawbridge deposit <input type="checkbox"/> PTA deposit	<u>Delivery</u> Book Submission Date <u>4/3/2026</u> Last Day of School <u>5/29/2026</u> Spring Break Dates <u>3/16/26-3/20/26</u> <input checked="" type="checkbox"/> Spring delivery <input type="checkbox"/> Summer delivery
<u>Cover Type</u> <input checked="" type="checkbox"/> Soft Cover <input type="checkbox"/> Perfect Bound <input type="checkbox"/> Hard Cover (Books over 72 pages are required to use Perfect Bound or Hard Cover.)	<u>Cover Options</u> Printing on Inside Covers (Front and Back) <input type="checkbox"/> \$35 (Soft Cover and Perfect Bound) <input type="checkbox"/> \$110 (Hard Cover Endsheets) Personalized Cover <input type="checkbox"/> \$8 Each - Name and Picture <input type="checkbox"/> \$5 Each - Name Only Foil Stamping <input type="checkbox"/> Contact your Rep for Pricing		
	<u>Software Type</u> <input checked="" type="checkbox"/> Captura Yearbooks <input type="checkbox"/> Other _____	<u>Portrait Upload Sort</u> <input type="checkbox"/> By Teacher <input type="checkbox"/> By Grade <input checked="" type="checkbox"/> Other <u>SPECIAL</u>	
<u>Addons</u> <input type="checkbox"/> \$50 Year In Review Backgrounds			

Fine Print:

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COVER - The school may design its own custom cover or select a pre-designed cover from our website:

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Remarks: _____

School Representative _____

Signature

Studio Representative _____

Mandy Robbins
Signature

3616 Hillsborough Road, Durham, NC 27705 919-286-9512 or 800-839-6092 ybsupport@strawbridge.net

F17025_2021

Coversheet

Approval of Charter School Growth Fund High School Data Collaborative Agreement

Section: II. Consent Agenda
Item: G. Approval of Charter School Growth Fund High School Data
Collaborative Agreement
Purpose:
Submitted by:
Related Material:
Charter Fund Inc _ Charter School Growth Fund - 8_26_2025 to 8_24_2026.pdf


CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	Charter Fund Inc / Charter School Growth Fund
Description of Service:	We are agreeing to data sharing with CSGF so we compare where we fall in academic metrics and College Going metrics. CSGF agrees to collect, compile and analyze certain Data provided from each of the Networks in order to identify trends and benchmarks. ("Purpose").
Jurisdiction or Governing Law:	State of Colorado
Term of contract:	8/26/2025 to 8/24/2026
Funding Source:	N/A
Total Cost:	N/A
THA Signer:	Chief Executive Officer, Chief of Staff
Contract Type:	Renewal If Renewal, price change notes: N/A- We did this last year
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:	We are funded by Charter School Growth Fund
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

NON-DISCLOSURE AND DATA SHARING AGREEMENT

THIS NON-DISCLOSURE AND DATA SHARING AGREEMENT (the “Agreement”) is made effective as of **August 26, 2025** (the “Effective Date”) between Charter Fund, Inc., d/b/a Charter School Growth Fund (“CSGF”) and the TBD group of charter school networks who choose to opt into this data sharing agreement (each a “Network”, collectively the “Networks”). Each Network and CSGF will each be considered a “Party” and collectively, the “Parties”).

RECITALS

- Each of the Networks has agreed to provide CSGF with certain Data on to allow CSGF to analyze the Data and to prepare certain Work Products; and
- Upon completion of the Work Products, CSGF agrees to share the Work Products with the Networks on a confidential basis pursuant to the terms and conditions of this Agreement.

TERMS

In consideration of the promises and covenants set forth below, and for other good and valuable consideration, the Parties agree as follows:

1. **PURPOSE.** CSGF agrees to collect, compile and analyze certain Data provided from each of the Networks in order to identify trends and benchmarks. (“Purpose”).
2. **DATA SHARING.** The Networks agree to provide to CSGF certain student data, testing data, school performance data, and other raw non-public data for the 2024-25 school year (“Data”) to further the Purpose. The Networks will provide current Data to CSGF by October 10, 2025 and February 2026 or as otherwise agreed to by the Parties. The participating Networks for each school year will be listed in the Work Product.
3. **DATA USAGE AND WORK PRODUCT.** In consideration for receipt of the Data, CSGF will perform analytical work and create an interactive benchmarking tool, and a summary deck and may create certain additional presentations, summaries, analyses and conclusions resulting from collection, compilation and analysis of the Data (“Work Product”) for use by CSGF and the Networks. The Networks may each use the Work Product to further the Network’s academic and business objectives in accordance with Section 5.3 of this Agreement. Only CSGF and the Networks that are parties to this Agreement may access or use the Work Product.
4. **REPRESENTATIONS AND WARRANTIES.** Each Network represents and warrants to CSGF that:

4.1 It owns or has all legal rights necessary to provide the Data to CSGF;

4.2 It has received all consents necessary to collect and release the Data in accordance with applicable laws; and

4.3 The Network's collection and disclosure of Data complies with all applicable federal, state and local laws rules and regulations, related to the privacy of personal information, including but not limited to the Family Educational Rights and Privacy Act ("FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

5. **CONFIDENTIALITY.**

5.1 **Confidential Information.** "Confidential Information" means (a) that non-public, confidential, or proprietary Data which the Networks provide to CSGF and the CSGF Work Product. Confidential Information may include but is not limited to (i) computer files and databases, (ii) Data, (iii) any other information which the Party disclosing such information ("Disclosing Party") would reasonably consider to be confidential, non-public, or proprietary in nature. Confidential Information does not include information which: (a) is or becomes publicly known or readily ascertainable by the public, through no wrongful act of the Party obtaining the Confidential Information ("Receiving Party"); (b) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by Receiving Party's files and records immediately prior to the time of disclosure; or (c) is received by Receiving Party from a third-party without breaching an obligation owed to the Disclosing Party.

5.2 **Ownership and Protection of Confidential Information.** The Receiving Parties agree that Confidential Information of the Disclosing Party: (i) will be treated with the same degree of care as that Party uses to protect its own similar confidential information; (ii) will not be used or made available by the Receiving Party except for the Purpose; and (iii) will remain the property of the Disclosing Party.

5.3 **Non-Disclosure of Confidential Information.** No Party will disclose Confidential Information from a Disclosing Party to a third-party outside that Party's organization without the prior written consent of the Disclosing Party. At no time may Data or Work Product be shared outside of each respective Network or CSGF. Within each Network, Work Product may only be shared with or handled by employees who fully understand and abide by these confidentiality obligations and fall into one of the following 3 categories:

- On data teams
- At Networks: "C-Level" staff members and heads of college teams

- At schools: Only principals should receive this information

The Networks may not forward copies of the presentation to third-parties without the prior written consent of CSGF. With respect to Data used to create the Work Product, only network data teams or data managers on network teams may review, control and analyze such Data and may not share Data internally or externally. Any internal analysis created by review of the Data is subject to the same confidentiality obligations as the Work Product, as described above.

5.4 Destruction of Confidential Information. Except for the Work Product, each Receiving Party will promptly destroy or return all of the Disclosing Party's Confidential Information in its possession, custody, or control, including deleting or rendering unusable all electronic data files and destroying all hard copy records that contain such Confidential Information and purging all copies of such Confidential Information from its computer systems: (i) upon termination of this Agreement, (ii) upon the other Party's written request, and/or when the applicable Confidential Information is no longer needed for the Purposes for which this Agreement was entered into, whichever is earlier. Each Receiving Party will provide written certification of its compliance with this subsection, upon the Disclosing Party's request.

5.5 Compelled Disclosure. If a Receiving Party is compelled to disclose a Disclosing Party's Confidential Information pursuant to the lawful requirement of a court or other governmental agency, including but not limited to the state and federal public information laws and commissions governing that Receiving Party (e.g., YES Prep Public Schools are subject to the public information laws of the State of Texas), then, to the extent legally permitted, that Receiving Party shall: (a) provide the applicable Disclosing Party prior written notice with sufficient time to challenge the request or seek a protective order, and (b) only disclose the minimum amount of the Disclosing Party's Confidential Information necessary to comply with the applicable law or court order.

5.6 Survival. The non-disclosure provisions of this Agreement shall survive the expiration or termination of this Agreement for a period of five (5) years after disclosure except for any Confidential Information which contains Personally Identifiable Information, which shall be treated as Confidential Information in perpetuity.

5.7 Injunctive Relief. The Parties acknowledge that violations of the confidentiality and non-disclosure restrictions in this Agreement may cause irreparable harm to a Disclosing Party and as such, the Disclosing Party shall be entitled to seek an injunction for any breach or threatened breach of the confidentiality or limited use provisions of this Section 6.

6. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS.

6.1 Ownership. As between the Parties, CSGF is and will remain the sole and exclusive owner of all rights, title and interest in any Work Product it creates during the term of this Agreement,

(exclusive of the Data) including any and all copyrights, patents, trade secrets, any other proprietary rights, as well as any related applications, registrations, moral rights, or common law rights, on a worldwide basis ("IP Rights") contained in the Work Product.

6.2 License Rights.

(i) CSGF grants to each Network a perpetual, non-exclusive, non-transferable, non-assignable right and license to use the Work Product in accordance with Section 5.3 for its internal business purposes. Except for this limited license grant, CSGF reserves all other rights in the Work Product and related IP Rights.

(ii) Each Network grants CSGF a perpetual, non-exclusive, non-transferable, non-assignable right and license to use the Data disclosed by that Network for the Purposes of this Agreement and to incorporate into the Work Product. Each Network reserves all other rights in its own Data and related IP rights.

7. WARRANTY DISCLAIMER. THE WORK PRODUCT PRODUCED BY CSGF IS PROVIDED "AS IS" AND "WHERE IS". CSGF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE WORK PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR EXPRESS OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ANY PARTY, OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE TO ANY OTHER PARTY (OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS) OR TO ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY, NEGLIGENCE, OR ANY OTHER THEORY OF LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY REMEDIES PROVIDED FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL CSGF'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE DATA OR THE WORK PRODUCT EXCEED ONE THOUSAND DOLLARS.

9. FORCE MAJEURE. No delay, failure, or default, will constitute a breach of this Agreement to the extent it results of causes beyond the reasonable control of a Party, including acts of War, terrorism,

weather, acts of God or nature, strikes, epidemics or pandemics, labor disputes, riots, civil disorder, embargo, internet outage, earthquake or the like.

10. **GOVERNING LAW.** This Agreement shall be construed and governed by the laws of the State of Colorado, without reference to its conflict of laws principles. Any dispute arising from or related to the subject matter of this Agreement shall be instituted in a state or federal court with jurisdiction in Broomfield, Colorado, and the Parties irrevocably consent and waive all objections to the jurisdiction of such court.

11. **TERM; TERMINATION.**

11.1 **Term.** This Agreement shall commence on the Effective Date, and continue for a period of one year.

11.2 **Termination for Cause.** Any Party may terminate this Agreement for cause as the result of a material breach. The Party alleging a breach will provide the breaching Party with a written notice detailing the basis for the claim or a breach and give that Party thirty days from the date of that notice to cure the breach. If the breaching Party fails to cure the material breach within the cure period, the Agreement will terminate on subsequent notice.

11.3 **Survival.** All provisions of this Agreement that by their nature are intended to extend beyond the termination or expiration of this Agreement for any reason shall survive the termination or expiration of this Agreement.

12. **NOTICE.** A Party may provide any written notice permitted or required under this Agreement by sending such notice by an overnight service such as Federal Express or UPS, by U.S. mail, or by e-mail (with proof of receipt) to the addresses set forth in Exhibit 1.

13. **RELATIONSHIPS.** Nothing herein shall be deemed to constitute any Party to be a partner, joint venture, or employee of another Party for any purpose; nor will any Party hold itself out as an agent, partner, or joint venture party of any other Party. The Parties shall be, and shall act as, independent contractors. No Party shall have authority to create any obligation or make any commitments on any other Party's behalf.

14. **SEVERABILITY.** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

15. **ASSIGNMENT.** The Networks shall not assign their rights or delegate their obligations under this Agreement without the prior written consent of CSGF, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this provision shall be null and void.

16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

17. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties respecting the subject of the Agreement and shall supersede all prior and contemporaneous understandings and agreements between the Parties respecting its subject matter. This Agreement shall not be modified or amended except by a written instrument signed by all Parties.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by a duly authorized representative as of the Effective Date.

<i>Company Name:</i>	
<i>Company Address:</i>	
<i>Signature:</i>	
<i>Printed Name:</i>	
<i>Title:</i>	
<i>Date:</i>	

Coversheet

Approval of 25-26 Junior Achievement BizTown Contract

Section:	II. Consent Agenda
Item:	H. Approval of 25-26 Junior Achievement BizTown Contract
Purpose:	
Submitted by:	
Related Material:	Junior Achievement BizTown - 4_2_2026 to 4_2_2026.pdf


TULSA HONOR ACADEMY

...ACADEMICS - CHARACTER - EXCELLENCE...

CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	Junior Achievement
Description of Service:	JA BizTown® is an exciting, hands-on learning experience that combines classroom lessons with a visit to a simulated town. Aimed at students in grades 4–6, this program allows kids to take on real-world roles like running a business, managing a bank, writing checks, and even voting for mayor. It helps students connect what they learn in school—math, reading, social studies—with how things work in the real world.
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	4/2/2026 to 4/2/2026
Funding Source:	THA Middle School or Activity Fund
Total Cost:	\$1,800.00
THA Signer:	Chief Executive Officer
Contract Type:	Renewal If Renewal, price change notes: More 5th graders
Termination Clause:	The contract requires 30 days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	This is to fund the JA biztown program that THA has done previously. It is part of something CR encourages THA Middle School to participate.

NOTES FROM THA STAFF

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



Please return completed form by email by September 12, 2025

2025-2026 JA BizTown® School Information/APP Form

(Note: Maximum number of participating students per visit is 114)

School: Tulsa Honor Academy - Middle School Reserved JABT Visit Date: April 2nd
 District Superintendent: Elsie Urveta Pollock County: Tulsa
 Address: 209 S. Lakewood Ave Phone: 918-833-9420
 City: Tulsa Zip: 74112 Fax: _____
 Principal: Emily Odon Principal Email: edon@tulsahonor.org
 Contact Teacher: Sam Goff Contact Email: Sgoff@tulsahonor.org
 Contact Teacher Mobile Phone: 248-807-7211 - Samantha Markley Smarkley@tulsahonor.org
 Number of students participating in the JA BizTown Program: 60 Grade Level: 5th
NOTE: If your school has **less than 75 students**, you may need to share the visit date with another school. Mary Lou Robinson, JA BizTown Manager, will assist you. You may contact her at jabiztown@jaok.org with any questions.
 P.O. Number (if required) _____
 Who should invoice be sent to: Accounts Payable Email: accountspayable@tulsahonor.org

Please provide the following information for **all** teachers who will be teaching the JABT curriculum. Teachers who have **not** previously taught the JABT curriculum will need to attend a teacher training. (See attached schedule)

Teacher's Full Name	Grade Level	Email Address	Needs Teacher Training (Check if "Yes")
1. <u>Sam Goff</u>	<u>5th</u>	<u>Sgoff@tulsahonor.org</u>	<input type="checkbox"/>
2. _____	_____	_____	<input type="checkbox"/>
3. _____	_____	_____	<input type="checkbox"/>
4. _____	_____	_____	<input type="checkbox"/>
5. _____	_____	_____	<input type="checkbox"/>
6. _____	_____	_____	<input type="checkbox"/>

- Schools are responsible for arranging transportation to & from JA BizTown.
- Schools will provide JABT with their arrival/departure times. Please allow 4 to 4-1/2 hours onsite.
(Examples are: 9:00 a.m. – 1:30 p.m. or 9:15 a.m. – 1:45 p.m. or 9:45 a.m. – 2:15 p.m. or any variations thereof)
- Your school's anticipated JABT Arrival & Departure Times are: _____ a.m. to _____ p.m.

Junior Achievement of Oklahoma will provide:

- Teacher and student curriculum materials for use prior to the on-site visit.
- JA in-class assistance and consultation, as available.
- All on-site simulation materials.
- Teacher and adult volunteer training. (Teacher training dates to be determined)
- Ongoing support to educators by e-mail and phone.
- Staff assistance and facilitation during the *JA BizTown* on-site simulation.

Teachers Agree to:

- Attend a teacher training session and assume responsibility for providing any necessary substitute teachers for the onsite portion of the curriculum.
- Use the *JA BizTown* curriculum and materials with the understanding that they are the sole property of Junior Achievement and may not be shared, given away, copied or in any way distributed or used by any party other than the person(s) who has signed this Program Agreement.
- Return to the local area JA office, the *JA BizTown* Curriculum Guide and Classroom Kit, should teacher or school discontinue teaching the curriculum for any reason.
- Adequately prepare students (a minimum of 12 hours) for the simulation using curriculum materials provided by Junior Achievement.
- Recruit adult volunteers for the on-site visit. Requires a minimum of one (1) volunteer per assigned business.
- Notify the adult volunteers of the required JA BizTown Volunteer On-Line Training.
- Notify students, parents, and adult volunteers of the date and time of the simulation visit.
- Arrange student transportation for the simulation.
- Schedule the school's arrival and departure times to JA BizTown (4 to 4 ½ hours on-site visit).
- JA BizTown is an experiential learning classroom. Enforce the same behavioral expectations of good citizenship (as well as consequences) which apply on school property, as these expectation also apply when students are in the Junior Achievement *JA BizTown* facility.
- Work with the JA staff while on-site to maintain an environment that is suitable to learning.

Principal Agrees to:

- Submit payment fee (\$30 per student) in agreement with Junior Achievement Contract. **NOTE: Schools are invoiced on the number of student instructional material sets received, not the number of students who come to JA BizTown.**
- Encourage teachers to require and enforce the same behavioral expectations and consequences while students are in the Junior Achievement facility that apply while on school property, following up appropriately on discipline issues after the visit, if necessary.
- Assume responsibility, on behalf of the school, for intentional damage done to JA's property by students while participating in the simulation(s).
- Support teachers in their efforts to fulfill their agreement conditions.

We have read the above information and make application to provide both the JA BizTown Program curriculum and on-site visit for our students at the Junior Achievement facility.

Principal's Signature

Date

Junior Achievement of Oklahoma, Inc.
3947 S. 103rd E. Avenue
Tulsa, OK 74146
918 663-2161 (JA BizTown Staff)
Email: jabiztown@jaok.org

Revised: November 2024

Coversheet

Approval of Oklahoma Paving Solutions Parking Lot Repair Proposal

Section:	II. Consent Agenda
Item:	I. Approval of Oklahoma Paving Solutions Parking Lot Repair Proposal
Purpose:	
Submitted by:	
Related Material:	Oklahoma Paving Solutions - 9_17_2025 to 6_30_2026.pdf


CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	Oklahoma Paving Solutions
Description of Service:	This proposal includes necessary repairs for the Sheridan campus parking lot, including: milling failed areas at 2 inch depth, cleaning areas and applying tack coat, installing 2 inch asphalt, rolling and compacting area, and jobsite clean up.
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	9/17/2025 to 6/30/2026
Funding Source:	Building Fund
Total Cost:	\$10,525.00
THA Signer:	Chief Operations 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:	N/A

NOTES FROM THA STAFF

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

N/A



PO BOX 100
CATOOSA, OKLAHOMA
74015
Office: 918 551 7080
Cell: 918 237 7150

PROPOSAL

ASPHALT INSTALLATION
ASPHALT MAINTENANCE
ASPHALT CONSULTING
STRIPING & SEAL COATING

PROJECT NAME TULSA HONOR ACADEMY PATCHING	PROJECT LOCATION 1421 S. SHERIDAN RD., OK 74112	DATE 8/12/2025
WE APPRECIATE THE OPPORTUNITY TO QUOTE THIS PROJECT FOR YOU. ASPHALT BID PRICE BASED ON ODOT INDEX FOR AUGUST 2025 OF \$532.50 PER TON A/C OIL AND SUBJECT TO CHANGE DUE TO INCREASING PRICES AND AVAILABILITY OF MATERIALS, SUBJECT TO FUEL/ENERGY SURCHARGES.		
<div>ESTIMATOR</div> <div>SCOTT PRATHER</div> <div>sales@opspaving.com</div> <div>CELL</div> <div>918 404 4433</div>		

OPS SUBMITS THE FOLLOWING PROPOSAL FOR YOUR CONSIDERATION. Subject to the terms and conditions described herein, we agree to furnish material and labor in accordance with applicable plans and specifications, as follows:

1. MILL FAILED AREAS AT TWO INCHES (2") DEPTH.
2. CLEAN AREA AND APPLY TACK COAT USING SS-1 EMULSION.
3. INSTALL TWO INCHES (2") OF TYPE 'S4 (PG 64-22 OK) RECYCLE' HOT MIX ASPHALT. ROLL AND COMPACT.
4. CLEAN UP JOBSITE AND HAUL OFF SPOILS.

ASPHALT PATCH BID PRICE = \$10,525.00

EXCLUDES PERMITS, BONDS, LICENSES, TESTING, TRAFFIC CONTROL, PRIME COAT, AGG BASE, CONCRETE, CURBS, GUTTERS, DAMAGE TO CONCRETE, DAMAGE TO EXISTING ASPHALT, STRIPING.

TEN THOUSAND FIVE HUNDRED TWENTY-FIVE AND NO/100 ----- Dollars (\$10,525.00)

Terms and Conditions

1. It is understood that the bid price set forth in this Proposal and/or any contract price resulting from it are subject to increase in the event of an escalation in oil prices after this Proposal is submitted and upon substantiation of the increase in price, a change order shall be issued to OPS to cover such increase.
2. It is an express condition of this Proposal that the Proposal be made a part of any contract.
3. Standard insurance policies, coverage and limits.
4. Payment to be made UPON BILLING.

Acceptance of Proposal

- The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature:

Scott Prather

This proposal may be withdrawn if not accepted within 30 days.

Signature _____ Date _____

Coversheet

Approval of 25-26 Empower-ED Memorandum of Understading

Section: II. Consent Agenda
Item: J. Approval of 25-26 Empower-ED Memorandum of Understading
Purpose:
Submitted by:
Related Material: Empower-ED - 9_1_2025 to 6_30_2026.pdf



TULSA HONOR ACADEMY
...ACADEMICS - CHARACTER - EXCELLENCE...

CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Empower-ED
Description of Service:	Empower-ED provides advising for THA scholars, specifically focused on a cohort from 9th & 10th grade so that the THA team could focus on 11th & 12th graders. They are aligned with our mission and vision and are another layer of support.
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	9/1/2025 to 6/30/2026
Funding Source:	N/A
Total Cost:	N/A
THA Signer:	Chief of Staff
Contract Type:	Renewal If Renewal, price change notes: n/a
Termination Clause:	The contract requires 30 days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	n/a
Notes for Clarity:	This is an MOU with them. There isn't a cost aligned to it. We are ensuring we provide them with scholars and receive data back.

NOTES FROM THA STAFF

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



Empower-ED
Tulsa, Oklahoma
(539) 777-2858
hieu@tulsaempowered.org

Tulsa Honor Academy
1421 S. Sheridan Rd,
Tulsa, OK 74112

Subject: Letter of Commitment - Collaboration between Empower-ED and Tulsa Honor Academy

Dear Ms. Samantha Markley,

I am writing to express the commitment of "Empower-ED" to collaborate with Tulsa Honor Academy in advancing our shared goals and objectives. Our organizations share a common mission of empowering students, particularly those from low-income, first-generation, marginalized, and underserved backgrounds, to achieve academic success and prepare for postsecondary education.

Scope of Collaboration:

Empower-ED and Tulsa Honor Academy hereby commit to the following collaborative initiatives:

1. Academic Support Programs:

- Empower-ED will provide academic support programs to complement Tulsa Honor Academy's efforts in ensuring students excel academically.

2. Postsecondary Readiness Workshops:

- Empower-ED will organize workshops to introduce and expose Tulsa Honor Academy students to postsecondary education opportunities, guiding them in making informed decisions about their future.

3. Life Skills and Career Readiness:

- Empower-ED will offer life skills and career readiness workshops and programs to enhance the overall development and preparedness of Tulsa Honor Academy students for their future endeavors.

4. Mental Health Awareness Workshops:

- Empower-ED will collaborate with Tulsa Honor Academy to provide mental health workshops to students, recognizing the importance of emotional well-being in academic success.

Responsibilities:

- Empower-ED will designate a liaison to work closely with Tulsa Honor Academy's staff and administrators to coordinate and implement collaborative programs.

- Tulsa Honor Academy will facilitate access to students, provide necessary logistical support, and actively participate in joint planning sessions to ensure the success of shared initiatives.



Empower-ED
Tulsa, Oklahoma
(539) 777-2858
hieu@tulsaempowered.org

Duration of Collaboration:

This commitment is effective beginning of beginning on September 1, 2025 and ending on June 30, 2026 with the option for termination upon mutual agreement.

Review and Evaluation:

Empower-ED and Tulsa Honor Academy agree to conduct periodic reviews and evaluations to assess the effectiveness of collaborative programs and make necessary adjustments for continuous improvement.

This letter of commitment signifies our dedication to fostering a strong partnership that benefits the students we collectively serve. We look forward to the positive impact we can create together.

Please signify your agreement by signing below. We anticipate the initiation of this collaboration and the positive outcomes it will bring.

Sincerely,

A handwritten signature in black ink, appearing to read "Hieu", is written over a horizontal line.

Hieu Lê
Founder and Executive Director of Empower-ED

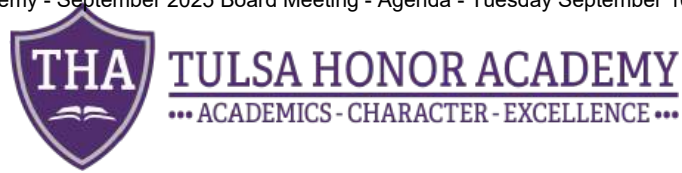
Agreed and Accepted:

Signature
Tulsa Honor Academy

Coversheet

Approval of Nothing's Left Rental Contract

Section: II. Consent Agenda
Item: K. Approval of Nothing's Left Rental Contract
Purpose:
Submitted by:
Related Material: Nothing's Left - 12_5_2025 to 12_5_2025.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Nothing's Left
Description of Service:	Venue Rental for Winter Staff Celebration
Jurisdiction or Governing Law:	N/A
Term of contract:	12/5/2025 to 12/5/2025
Funding Source:	Gift Fund
Total Cost:	\$1,050.00
THA Signer:	Chief of Staff
Contract Type:	Renewal If Renewal, price change notes: Comparable
Termination Clause:	The contract requires 30 days notice to terminate with forfeit of deposit.
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.

- i** Questions or concerns? Reach out to the business for more details before signing the contract.



Venue Rental at Nothing's Left

Signature requested on September 03, 2025

Dream Lounge Rental + Upper Room Rental @ Nothing's Left

Business: Venue Rental at Nothing's Left

nothingsleftbrewingco@gmail.com
1502 E. 6Th St., TULSA, OK, 74120
(918) 606-1902

Recipient: Madison Dominguez

mdominguez@tulsahonor.org
(918) 829-1248

This contract is between Venue Rental at Nothing's Left (the "Business") and Madison Dominguez (the "Client") dated 09/03/2025.

Please read this description carefully and reach out for questions! Abby @ 918.629.3995

Welcome to one of Tulsa's most unique venue settings!

We've combined the casual and warm atmosphere of a brewery taproom with upscale furnishings, amenities, and immense opportunities to capture any important day in your life. We're honored to elevate and surpass your expectations in this space that we've meticulously curated for the past 2 years!

Rental includes:

Access to our handcrafted beer, seltzers, slushies, non-alcoholic items + cider & wines

- Cold storage + ice & water stations
- Additional set up time day of event
- Venue meetings to ensure anticipated event execution
- Premium furniture & decor
- ADA ramp access for entry
- Trash cans & dumpster access
- Stage with AV system, guest led music & microphone
- 5 TV's with presentation capabilities, internet, and cable
- Tables with table cloths for catering/food setup

*this contract is null if the invoice is not fully paid

Terms

Invoices

By signing this contract, I acknowledge receipt of and have fully read, understand and will abide by the Event Policies provided to me in this contract or in the Event Policies physical copy.



Recipient initial

RECIPIENT INITIAL

Payment Schedule

50% of the total booking fee is required to reserve the venue of your choice.

All remaining fees are due 10 days in advance of the event. Events with unpaid balances within 10 days of the event are subject to event cancellation and forfeiture of all prior payments at the sole discretion of Nothing's Left Brewing Co.

Nothing's Left will not refund rental fees due to parties ending prematurely.

Gratuity is not included in the venue rental. Don't forget to tip your beertenders!

*this contract is null if the invoice is not fully paid



Recipient initial

RECIPIENT INITIAL

Cancellation

The event may be cancelled for any reason 30 days or more before the event and the deposit forfeited. The event may be cancelled for any reason within 30 days of the event and the full balance forfeited. The event may be rescheduled 15 days prior to the agreed upon date to a later date.

Alcohol Policy

Outside alcohol is not permitted in this venue under any circumstances, as mandated by the Oklahoma ABLE commission. This includes beer, wine, seltzers, ciders & spirits. Failure to comply by any party guest will result in immediate discontinuation of the event and forfeiture of all payments.

This venue is permitted for all ages, however those under 21 years of age are not permitted to sit at the bar or consume alcohol as mandated by the Oklahoma ABLE commission. If it's found that alcohol is consumed by a party guest under the age of 21 we reserve the right to remove the offending guest and/or discontinue the event as a whole, forfeiting Guest's payments.



Recipient initial

RECIPIENT INITIAL

Venue Environment + Cleaning

When purchasing the entire upstairs, we offer a full hour for setup prior to the beginning of your event. Additional setup time must be detailed in the contract and may require additional fees. EARLY ARRIVALS BY GUESTS, VENDORS, OR HOST MAY NOT BE ACCOMADATED.

Nothing's Left Brewing Co. does not offer any "run of show" abilities for events or weddings including 3rd party catering but will provide 2 venue meetings prior to event execution.

Nothing's Left Brewing Co. is not responsible for vendor timeliness or services provided by 3rd party vendors. Timeline arrangements must be submitted to Nothing's Left Brewing Co for approval to ensure staff's ability to accommodate.

At the conclusion of the contracted event time all décor, equipment, catering and personal items must be cleared from the space. Remaining items are not the responsibility of Nothing's Left Brewing Co. The venue must be returned to pre-rental condition at the conclusion of said event.

If clean up of the space post event requires more than 30 minutes by the staff of Nothing's Left, a cleaning fee of \$100 per hour will be invoiced to the customer with a minimum of 1 hour.

At the conclusion of the contracted event time Nothing's Left Brewing Co. will open the event space to the general public.

Venue furnishings and room alterations must be detailed in the contract and is only allowed by staff at no additional cost. All equipment and décor is expected to be freestanding. Advanced approval is required for anything affixed to surfaces or venue fixtures. Nails or tacks are not permitted in walls.

The signing Guest is responsible for any damages to the venue, furniture, or staff, by party guest's actions. Nothing's Left Brewing Co. reserves the right to remove any guests who deviate from appropriate behavior.

All event purposes are booked at the discretion of Nothing's Left Brewing Co. staff. Events advocating or engaging in hate speech, crime, violence, illegal activities or similar are prohibited.

Music and entertainment must be kept at a reasonable decibel level at the discretion of Nothing's Left Brewing Co. Staff in order to maintain communication abilities.



Recipient initial

RECIPIENT INITIAL

Restricted Items

Glitter, fireworks, sparklers, and confetti cannons are not permitted in the space. "Toss" items such as flower petals may be used but removed at the conclusion of the event.

Balloons are allowed but **popping balloons is not allowed under any circumstances inside or outside the venue.**

Candles are allowed but must be contained within a glass structure and are only to be lit once in said structure.

Live animals are permitted but must be approved in advance. All animals must be leashed or kept in carriers- they are not allowed to move freely in the room. Messes created by animals must be addressed by the handler of the animal immediately, failure to do so will result in a fee to the Guest signing the contract.

This venue is a smoke free facility. Exterior smoking areas are available.

Indemnification

The Event Guest and all associates hold harmless Nothing's Left Brewing Co., LLC and all associates from all claims related to the Event and Event Rental including, but not limited to, loss or damage of property, physical injury, or death.

Force Majeure

The execution of this agreement is subject to force majeure of all types including but not limited to external forces such as pandemic, war, terrorism, threats of war or terrorism, acts of God, natural disaster or other unanticipated emergency. In this potential scenario, the Agreement may be cancelled by either party without liability or damages. The event may be rescheduled at no additional charge or refunded minus 10%.

Related documents

Invoice #12052025DLUR to Madison Dominguez

[View invoice](#)

Signatures


This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

Business signature

Owner name	Abby Emmert
Owner signature	<i>Abby Emmert</i>
Business date signed	09/03/2025

Recipient signature



Recipient name	Recipient name
----------------	----------------



Recipient signature

Recipient signature



Recipient date signed

09/03/2025

Finish & send

Coversheet

Approval of 25-26 Public Consulting Group School Based Medicaid Contract

Section:	II. Consent Agenda
Item:	L. Approval of 25-26 Public Consulting Group School Based Medicaid Contract
Purpose:	
Submitted by:	
Related Material:	Public Consulting Group (PCG) - 7_1_2025 to 6_30_2026.pdf


CONTRACT COVER SHEET
BASIC INFORMATION

Vendor:	Public Consulting Group (PCG)
Description of Service:	Partnering with PCG for Medicaid reimbursement will allow THA to access federal and state funds to support scholar services. Using this third party biller will ensure compliance, accurate documentation, and training for our providers while also generating funds through Fee for Service (FFS) and Medicaid Administrative Claiming (MAC).
Jurisdiction or Governing Law:	Oklahoma Administrative Code (OAC) 317:30-5-1020(c)
Term of contract:	7/1/2025 to 6/30/2026
Funding Source:	N/A
Total Cost:	10% of reimbursed funds
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires 30 Days (For Convenience) and 5 days (For Cause) days notice to terminate. More information can be found in Section VII of contract.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	PCG also runs EdPlan, the system used for 504s and IEPs.
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

N/A

**CONTRACT FOR OKLAHOMA SCHOOL-BASED HEALTH
SERVICES PROGRAM BETWEEN [ENTER SCHOOL SYSTEM
NAME] AND
PUBLIC CONSULTING GROUP LLC (PCG)**

Tulsa Honor Academy

Participating School District

1421 S. Sheridan Rd.

Street Address

Tulsa

OK

74112

City

State

Zip Code

This Agreement is made by and between Public Consulting Group LLC ("PCG"), and the above-referenced School District ("the DISTRICT") as of July 1, 2025 ("Effective Date").

WHEREAS, the DISTRICT is a public school district that employs or contracts with health care providers to provide school-based health-related services to students including special-needs students; and

WHEREAS, the DISTRICT requires assistance in billing Medicaid for covered services that are provided to Medicaid-eligible students, and in collecting amounts billed; and

WHEREAS, OSDE is duly authorized to administer the Medicaid School-Based Health Services (SBHS) program pursuant to its June 2017 contract with the Oklahoma Health Care Authority ("OHCA") (the "Authorizing Agreement"); and

WHEREAS, PCG is duly authorized to provide Medicaid claiming services to the DISTRICT, pursuant to its contract with OSDE (Purchase Order 2659019714 (the "PCG Contract"); and;

WHEREAS, pursuant to the Authorizing Agreement and PCG Contract, in order to participate in the OSDE administered SBHS program, DISTRICT must record all health-related services they provide to special education students as well as the necessary claims support documentation in OK EDPlan™ (which include EasyTrac™); and the PCG Claiming System; and

WHEREAS, the DISTRICT wishes to participate in the SBHS program and allow PCG to coordinate Medicaid Administrative Claim (MAC) activities and for the DISTRICT to receive Medicaid claiming services from PCG pursuant to the terms and conditions contained in this Agreement and in accordance with Authorizing Agreement and the PCG Contract; and

THEREFORE, OSDE, PCG, and the DISTRICT agree to the terms and conditions set forth in this Agreement.

I. SCOPE OF SERVICES

- A. PCG will perform the services and fulfill the operational responsibilities assigned to it in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Agreement. The DISTRICT and OSDE will perform the services and fulfill the responsibilities assigned to them respectively in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Agreement. However, PCG's performance of the services described in the attached **Exhibit A** and **Exhibit B** is expressly conditioned upon the DISTRICT's performance of its responsibilities and upon OSDE's performance of its responsibilities under the Agreement and above-referenced **Exhibit A** and **Exhibit B**.
- B. The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Agreement.
- C. Additional scope of work if requested by the DISTRICT. As a participant in the OSDE SBHS program, districts will have the option to receive disability evaluation support through third party vendor PresenceLearning. This includes the following services:
- Direct evaluation support to Participating Districts of the OSDE Medicaid Program
 - Virtual Evaluations
 - Priority will be eligibility evaluations, followed by additional areas dictated by OSDE
 - District Engagement
 - Performance Reporting (Monthly)
 - Service Assessments and Feedback

II. TERM

- A. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue through June 30, 2026.
- B. Notwithstanding the foregoing, this Agreement will expire automatically upon the expiration or termination of the PCG Contract or the Authorizing Agreement, whichever occurs earlier.

III. CLAIMING AND COMPENSATION PROCEDURES

- A. Pursuant to the Authorizing Agreement, the PCG Contract, and this Agreement, including the exhibits hereto, PCG will submit Medicaid

reimbursement and quarterly MAC claims to OHCA on behalf of the OSDE and all DISTRICTs participating in the SBHS program.

- B. Pursuant to Article 5.1.C of the Authorizing Agreement, for services rendered on or after July 1, 2018, OHCA will make fee-for-service payments directly to the DISTRICT, within 45 days of submission of a clean claim, and OHCA will invoice the DISTRICT for the State share of all such payments.
- C. For fee-for-service claims the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA on account of the above-referenced claims, as compensation for PCG services.
 - a. PCG shall invoice the DISTRICT only after reimbursement has been received by the DISTRICT. Each invoice shall state the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
- D. For MAC the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA, as compensation for PCG services.
- E. Upon expiration or termination of this Agreement, PCG shall be entitled to payments for services provided prior to termination. The parties acknowledge that one or more invoices may be submitted or recouped by PCG after the termination date, following reimbursements received by the DISTRICT on account of such services. Accordingly, the parties agree that the provisions associated with PCG's compensation shall survive expiration or termination of this Agreement.
- F. This Agreement provides a mechanism for payment to the DISTRICT by OHCA (through OSDE and PCG) using federal funds from CMS, and the parties agree that it in no way creates a requirement for OHCA to reimburse any DISTRICT from OHCA state funds.

IV. DISALLOWANCES

If a reimbursement is disallowed after it was paid to the DISTRICT, PCG shall return to the DISTRICT any fees that were paid to PCG by the DISTRICT under Section III.C & D with respect to the disallowed reimbursement in accordance with the following terms:

- A. For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with the DISTRICT and take all reasonable actions to challenge the disallowance.

- B. PCG shall not be obligated to reimburse the DISTRICT for a disallowance if the DISTRICT, OSDE, or OHCA does not allow PCG to fully participate in the review and audit process.
- C. PCG shall not be obligated to reimburse the DISTRICT for any disallowance resulting from the errors, acts, or omissions of the DISTRICT. PCG's billing or preparing any MAC claim on behalf of the DISTRICT is in good faith and the data DISTRICT enters is processed by PCG on an "as is" basis. The DISTRICT warrants that (i) service data entered into OK EDPlan and/or the PCG Claiming System and supporting claiming data furnished is accurate and complete and that (ii) the DISTRICT has appropriate records to substantiate claims submitted on their behalf by PCG.
- D. Subject to the terms provided in this Section, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund to DISTRICT an amount no greater than the amount paid by the DISTRICT to PCG on the amount disallowed and will not otherwise be liable for any further amount. Notwithstanding anything to the contrary, for the auditing process on claims attributable to errors or omissions caused by PCG, PCG shall bear the cost of such defense.

V. RECORDS

- A. Upon reasonable written notice, which will be no less than ten (10) business days, unless circumstances require a more rapid response at which time the parties will mutually agree on a response deadline based on the size, scope and urgency of the request, PCG shall allow the DISTRICT and OSDE and any of their duly authorized representatives or agents reasonable access to any records of PCG that are pertinent to this Agreement for the purposes of audits or examinations, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, neither the DISTRICT nor OSDE shall request more than one (1) audit or investigation within a calendar year.
- B. PCG shall maintain its records relating to this Agreement for a period of at least six (6) years from the date of service or claim payment, whichever is greater. For fee-for-service claims, upon expiration or termination of the Agreement, and if the DISTRICT elects not to participate in the next successive term, PCG will provide the DISTRICT a zip file via SFTP file transfer to include claims information in either text format or Excel format going back six (6) years from the date of expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP is requested, PCG will provide the DISTRICT data

in the requested date range and format and charge per hour to do so. The hours to complete the work will be priced at the prevailing PCG developer rates. The DISTRICT shall be obligated to pay prior to delivery of the data.

VI. CONFIDENTIALITY

- A.** The parties recognize that this Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act ("FERPA") and the Individuals with Disabilities Education Act ("IDEA").
- B.** The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information and agree to amend this Agreement as may be necessary to reflect changes in the applicable law.
- C.** PCG shall request from the DISTRICT, and the DISTRICT shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Agreement. PCG shall take steps to safeguard all confidential information that it receives or creates pursuant to this Agreement.
- D.** PCG shall not use confidential information received from the DISTRICT identifying individual students for any purpose other than the purposes of this Agreement or other purposes expressly directed or allowed by the DISTRICT in a writing signed by the DISTRICT, and shall immediately notify the DISTRICT (unless otherwise prohibited by applicable law) if such confidential information is subpoenaed or requested by a third party, or otherwise required to be disclosed by a lawful court order or by operation of law, or is improperly used, copied, or removed.
- E.** If the DISTRICT determines it necessary in order to comply with its obligations under law, the DISTRICT may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures as they relate to this Agreement, subject to adequate advance written notice of no less than ten (10) business days and any examination requiring physical access to PCG's facilities or records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner.
- F.** Upon expiration or termination of this Agreement, and subject to Section V.B above, PCG shall use reasonable and secure means to return or destroy (as directed in writing by the DISTRICT) all documentary information protected by federal or state confidentiality laws that was received or created by PCG under this Agreement. To the extent that destruction or return is not feasible, PCG will continue to extend the protections of the

Agreement to such information and limit its further use, until such time as destruction or return is feasible.

- G. Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than the DISTRICT, PCG, and their respective successors and assigns.

VII. TERMINATION

This Agreement may be terminated before the end of the term specified in Section II, as follows:

- A. **For Convenience:** The DISTRICT or OSDE may terminate the Agreement for convenience only if the DISTRICT or OSDE determines that termination is in the best interest of the party. The DISTRICT or OSDE shall terminate the Contract for convenience by delivering to PCG a Notice of Termination for Convenience specifying the terms and effective date of Agreement termination. The Agreement termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the DISTRICT or OSDE.
- B. **For Cause:** Any party may terminate this Agreement if another party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party, and allows at least five (5) business days to cure the breach before the effective date of termination stated in the notice.
- C. **Authorizing Agreement:** PCG or OSDE may terminate this Agreement immediately upon written notice in the event that the PCG Contract or the Authorizing Agreement is terminated or materially amended in such a manner as to materially affect the purpose of, or obligations set forth in, this Agreement.
- D. **Provider Qualifications:** PCG or OSDE may terminate this Agreement immediately in the event that a health care provider for the DISTRICT fails to maintain appropriate licensure or other qualifications for providing covered services.
- E. **DISTRICT Qualifications:** PCG or OSDE may terminate this Agreement immediately in the event that the DISTRICT fails to maintain appropriate qualifications for participating in the program.

VIII. OWNERSHIP INTERESTS AND LICENSE

Subject to the terms and conditions of this Agreement, including the DISTRICTS's performance of its obligations hereunder, PCG shall license its

proprietary systems (i) EasyTrac (including application and related supporting services) and/or (ii) PCG Claiming System to the DISTRICT, as more fully described below.

A. Definitions:

- (i) "EasyTrac" means: (i) the Internet-based services described herein; (ii) all products related to such services; and (iii) the Documentation developed by PCG for distribution and use in combination with the foregoing.
- (ii) "PCG Claiming System" means: (i) the Internet-based system PCG uses for MAC herein; (ii) all Random Moment Time Study and cost reporting services; and (iii) the Documentation developed by PCG for distribution and use in combination with the foregoing.

B. PCG grants to the DISTRICT, and the DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable right and license, during the Term only, to access via the Internet and use EasyTrac and/or the PCG Claiming System to the extent reasonably necessary in performing related service coordination functions.

C. PCG grants to DISTRICT, and DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable royalty-free license under PCG's copyrights in PCG's documentation, during the Term only: (i) to incorporate PCG's documentation, in whole or in part, into other written materials prepared by or for the DISTRICT with respect to EasyTrac and/or the PCG Claiming System; and (ii) to reproduce and distribute modified and original versions of PCG's documentation, in hard copy or in an on-line format, as part of the DISTRICT's documentation for EasyTrac and/or the PCG Claiming System, and, if such DISTRICT's documentation is in an on-line format, allow the DISTRICT users to make print copies of the same.

D. The DISTRICT shall not use or grant to any person or entity other than authorized the DISTRICT users the right to use EasyTrac and/or the PCG Claiming System, which users shall be subject to the terms set forth herein. The DISTRICT shall not distribute, market, or sublicense EasyTrac and/or the PCG Claiming System and shall not permit any DISTRICT user or third party to do so.

E. The DISTRICT shall ensure that appropriate proprietary notices indicating PCG's intellectual property rights in EasyTrac and/or the PCG Claiming System and related documentation are placed on all copies of written materials distributed by the DISTRICT relating thereto. Examples of such documentation include training materials and manuals. The DISTRICT shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within EasyTrac and/or the PCG

Claiming System, and shall not permit any DISTRICT user or third party to do so.

- F. The DISTRICT shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of the DISTRICT or an authorized DISTRICT user and shall not permit any DISTRICT user or third party to do so.
- G. The DISTRICT shall not transfer, rent, or permit access to EasyTrac and/or the PCG Claiming System to any third party, and shall not permit any DISTRICT user or third party to do so.
- H. The DISTRICT shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer EasyTrac and/or the PCG Claiming System or any portion thereof, and shall not permit any DISTRICT user or third party to do so.
- I. The DISTRICT shall not circumvent any security protection within EasyTrac™ and/or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- J. Subject to the license rights granted to the DISTRICT by this Section, all right, title, and interest in and to EasyTrac and/or the PCG Claiming System, including the intellectual property rights and technology inherent in EasyTrac and/or the PCG Claiming System, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display EasyTrac and/or the PCG Claiming System, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to the DISTRICT any right, title, or interest in or to PCG's intellectual property rights or other rights in and to EasyTrac and/or the PCG Claiming System or PCG's trademarks. Except as expressly authorized by this Agreement, the DISTRICT shall not use, display, copy, distribute, modify, or sublicense EasyTrac and/or the PCG Claiming System. PCG reserves all rights not expressly granted to the DISTRICT by this Agreement.
- K. The DISTRICT acknowledges that PCG is and shall remain the owner of all rights, title, and interest in and to each of PCG's trademarks in any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by the DISTRICT's use of EasyTrac and/or the PCG Claiming System with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. The DISTRICT shall promptly notify PCG of any third-party infringements of any of the PCG trademarks used in connection with EasyTrac and/or the PCG Claiming System, or any act of unfair competition by third parties relating

to the PCG trademarks, within a reasonable time of the DISTRICT's knowledge of such infringements or acts.

- L. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in EasyTrac and/or the PCG Claiming System.

IX. LIABILITY AND INSURANCE

- A. PCG shall defend, indemnify, and hold harmless the DISTRICT and OSDE from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against the DISTRICT or OSDE, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyTrac and/or the PCG Claiming System infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that the DISTRICT and OSDE promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.
- B. To the extent permitted by applicable law, the DISTRICT shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against PCG, employees, or agents arising from or connected with any acts or omissions by the DISTRICT.
- C. PCG shall not be liable to the DISTRICT and OSDE for consequential, incidental, exemplary, special or punitive damages resulting from or relating to the Agreement, whether based on breach of contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. Under no circumstances shall PCG's aggregate liability under this Agreement exceed an amount equal to the total compensation paid to PCG pursuant to this Agreement. PCG will maintain adequate insurance coverage for purposes of this Agreement, including commercial general liability, worker's compensation, and errors and omissions liability insurance. PCG will provide to the DISTRICT a certificate of insurance upon request. Such certificate shall provide for thirty (30) days' notice prior to modification of terms or termination.

X. SUCCESSORS AND ASSIGNEES

- A. The parties each binds itself, its associates, partners, successors, assigns, and legal representatives to the other parties to this Agreement with respect to all covenants of this Agreement.
- B. No party shall assign any interest in this Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other parties.

XI. APPLICABLE LAW AND EXCLUSIVE FORUM

This Agreement shall be governed by the law of the State of Oklahoma, and any civil action arising under this Agreement shall be brought in the State of Oklahoma, Oklahoma County.

XII. COMPLIANCE WITH LAWS

- A. The parties shall comply with all applicable federal and state laws and regulations.
- B. This Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event this Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, the parties shall negotiate in good faith to modify the terms and provisions of this Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Agreement shall terminate at the election of any party and no party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that the parties shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.
- C. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

XIII. EXTENT OF AGREEMENT AND ORDER OF PRECEDENCE

- A. This Agreement represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

- B. This Agreement may be amended or revised only by a written amendment signed by authorized representatives of all parties and referencing this Agreement.
- C. The parties acknowledge that nothing in this Agreement is intended to conflict with the PCG Contract or the Authorizing Agreement; in the event of a conflict between those agreement and this Agreement, the terms and conditions of those agreement will govern, In the event of any conflict between the terms of this Agreement and the Attachments, the following order of precedence shall govern:
 - 1. Agreement
 - 2. Exhibit A – Operational Responsibilities
 - 3. Exhibit B – Compliance Checklist

XIV. PROCUREMENT

- A. The DISTRICT and OSDE are solely responsible for their compliance with applicable procurement laws and regulations.

XV. NOTICES AND CONTACT PERSONS

Any notices, requests, consents, and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

PCG

Bart Ermeling
Associate Manager
Public Consulting Group LLC
545 Mainstream Drive Suite 220
Nashville, Tennessee 37228

OSDE

Ryan Walters
State Superintendent of Public Instruction
Oklahoma State Department of Education
2500 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

DISTRICT

XVI. MISCELLANEOUS

- A. The parties understand that PCG is not required to perform the services on a full-time basis for DISTRICT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

- B. The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- C. If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- D. Except as expressly provided in this Agreement, PCG does not make any warranty with respect to the contracted services, whether express or implied, and specifically disclaims any implied warranties, whether of merchantability, suitability, fitness for a particular purpose, or otherwise for said contracted services.
- E. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- F. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- G. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- H. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.
- I. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- J. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

For and on behalf of PCG:




Signature

Name: Bart Erneling

Title: PCG Associate Manager

Date: 8/11/2025

For and on behalf of the OSDE:



Signature

Name: Matt Mohler

Title: Chief of Staff

Date: 8/8/2025

For and on behalf of District:

Signature

Name: Alison Moore

Title: Chief Operations Officer

Date Approved by School Board: Sept. 16, 2025

EXHIBIT A – OPERATIONAL RESPONSIBILITIES

Each of the parties to this Agreement agree to fulfill the operational responsibilities assigned to it in this Exhibit A.

EXHIBIT B – COMPLIANCE AGREEMENT

Each of the parties to this Agreement agree to fulfill the compliance responsibilities assigned to it in this Exhibit B.

EXHIBIT A

OPERATIONAL RESPONSIBILITIES

EFFECTIVE SCHOOL YEAR 2025-2026

SCHOOL-BASED HEALTH SERVICES PROGRAM

This exhibit provides the operational responsibilities assigned to the Oklahoma State Department of Education (OSDE), the School District, and PCG in accordance with the terms and conditions of the Participation Agreement for the Oklahoma Medicaid School-Based Health Services (SBHS) program.

OSDE

OSDE is the state agency responsible for oversight of Oklahoma public School District compliance with the requirements of the Individuals with Disabilities Education Act (IDEA), 20 USC § 1400, et seq. As part of that responsibility, OSDE is tasked with collecting and monitoring School District IEPs. Pursuant to the Authorizing Agreement between OSDE and the Oklahoma Health Care Authority (OHCA), OSDE has been charged with the responsibility of developing and approving program practices and policies and for the administration of the Oklahoma School-Based Medicaid program through a contracted third-party administrator, Public Consulting Group LLC (PCG), in collaboration with OHCA.

PCG

OSDE contracts with PCG to act as a third-party administrator to fee-for-service (FFS) and Medicaid Administrative Claiming (MAC):

FFS

1. Serve as the single point of contact for School Districts that are either interested in participating or are participating in the SBHS program.
2. Provide initial training to the School District's health-related provider's program liaisons that will cover the overall program, participation requirements, and the processes for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
3. Provide ongoing OK EDPlan and program support to the School District.
 - Email support will be provided via the email links on the OK EDPlan. Message Board page
 - Phone support will be during the hours of 9:00 AM and 5:00 PM local time, excluding weekends and holidays. PCG will provide a toll-free or local number. This number will connect the School District contact with PCG's OK EDPlan help desk.
 - Provide annual ongoing training to the School District's health-related providers and program liaisons that will cover the overall program, participation requirements, and the process for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan.
4. Prepare and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the OK School-Based Medicaid program.
5. Based on the information entered on OK EDPlan by School District as well as the compliance check options agreed to in the Compliance Checklist, process, generate, and submit claims to OHCA on behalf of OSDE and all School Districts participating in the program.
6. Bill Medicaid for School Districts properly logging services and claim support documentation in OK EDPlan.

7. Review Remittance Advices from OHCA to reconcile, correct denied claims, and void claims as appropriate.
8. Generate and provide claiming and compliance reports to School District.
9. Perform annual program integrity reviews pursuant to the SBHS audit plan approved by OSDE.
10. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements for 6 years (OHCA Policies and Rules: 317:30-3-15). Records that are part of an ongoing compliance review, audit, grievance, or litigation require that the documentation be retained beyond 6 years.

MAC

PCG has developed a description of reimbursable MAC activities performed by School District contract or salaried staff. This list is in accordance with CMS guidelines. A description of the MAC activities can be found in the Time Study Implementation Guide. Therefore, PCG will:

1. Review District MAC claims for Medicaid reimbursement periodically.
2. Compile documentation as set forth by CMS guidelines and calculate a MAC claim for reimbursement.
3. Issue payment to the District representing all of the federal share of actual and reasonable costs less PCG's administrative fee for MAC activities provided by the District, as determined by CMS approved cost allocation methodologies and time study formulas.
4. Prepare claims to OHCA, on behalf of OSDE, to forward for funding to CMS for Title XIX participation.
5. Calculate MAC claims directly in the PCG Claiming System and District financial personnel will be able to view the calculation.
6. Notify the District in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
7. Assist Districts via the help desk with program components including but not limited to education and training, and technical assistance for the SBHS program. The PCG Claiming System will provide a variety of resources.
8. Distribute MAC reimbursement funds to the District via Electronic Funds Transfer (EFT). PCG is obligated to reimburse funds to the extent that PCG receives funds from OHCA, excluding appropriate administrative fees as agreed between OSDE and PCG. PCG reserves the right to withhold distribution of payment(s) if the District is in a payback situation for any program component.

School District

FFS

1. Designate a liaison who has decision-making authority, or reports directly to someone who has such decision-making authority with respect to all matters in the Participation Agreement (including its exhibits). The liaison will serve as the primary point of contact with OSDE and PCG.
2. Actively participate in this program and be available for training sessions in accordance with an agreed schedule and for other required tasks, activities, and approvals.
3. Enroll as a Medicaid provider. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.
4. Obtain a National Provider Identifier (NPI) for billing transaction purposes.

5. Have its rendering providers enroll as a Medicaid provider (contract with OHCA), re-enroll as a Medicaid provider (re-new contract with OHCA) and obtain an NPI. The Medicaid provider ID and its effective dates must be recorded in OK EDPlan. The School District must have all rendering providers linked to its Medicaid ID via Appendix A in OHCA's portal before submitting claims for Medicaid reimbursement.
6. Complete paperwork for PCG to submit and receive electronic claims and electronic Medicaid enrollment data on behalf of School District.
7. Obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure.
8. Obtain a separate physician referral for Physical Therapy services.
9. Ensure that its rendering providers (employees or contractors who perform direct medical services) meet all of Medicaid's licensure, certification, and other criteria to qualify as Medicaid providers and provide services for which Medicaid reimbursement is claimed.
10. Initially set up and manage ongoing access and supervisor links for its health-related service providers in OK EDPlan.
11. Have its health-related service providers record all health-related services they provide to special education students in OK EDPlan. PCG will not submit claims for any services not entered in OK EDPlan.
12. Have its liaison record all necessary claim support documentation in OK EDPlan.
13. Provide all services that are listed in the student's IEP, regardless of whether the services are Medicaid-covered and can be billed to Medicaid. (PCG will submit Medicaid claims only for Medicaid-covered services.)
14. Be responsible for the accuracy and completeness of the data its employees provide for claim submission. Errors must be corrected as soon as possible. School District, not OSDE or PCG, is accountable for any errors or omissions.
15. If audited by the State or Federal Government or their agents, disclose all Medicaid records required for audit purposes.
16. Safeguard student records in accordance with the Family Educational Rights and Privacy Act (FERPA), applicable provisions of HIPAA, and all applicable OK state laws.
17. Be responsible for informing its program participants of all relevant privacy regulations and policies.
18. Ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. Districts can only use state/local monies for matching Medicaid. Districts may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.
19. Participate in the program financing model by transferring state matching funds to OHCA, equaling the non-federal matching funds required for receipt of federal Medicaid funding for the service.
20. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements.
21. Comply with the requirements of the OK Medicaid Billing Services Compliance Checklist.
22. As used in this Exhibit, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of

computer data, or in any other form. In accepting any Contract with the State, the School District agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The District is required to retain records relative to the Contract for the duration of the Contract and for a period of six (6) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the six (6) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the six (6) year retention period, whichever is later.

23. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information School District submits as part of or in connection with a contract are public records and subject to disclosure. School District claiming any portion of their contract as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Superintendent of OSDE (STATE OF OKLAHOMA) shall make the final decision as to whether the documentation or information is confidential.

District shall cooperate in the defense of any disallowance claim arising in connection with this Agreement. Any defense costs associated with the disallowance on claims attributable to errors or omissions caused by District shall be borne by District. District agrees and understands that the federal government may levy a disallowance on the Medicaid expenditures made in connection with this Agreement. District also agrees and understands that disallowances levied may or may not be upheld, in whole or in part, if appealed. District shall be responsible for any disallowance, deferral, or recoupment.

MAC

1. The School District will designate an employee(s) to act as a liaison with PCG for issues concerning this Agreement, administration of the MAC component of the SBHS program, and financial information. The School District may choose to designate more than one person based on roles and responsibilities as School Districts are required to have a replacement available to perform program requirements in the case of an absence. If the designated employee(s) changes roles or School Districts the School District must provide written notice to PCG within ten (10) business days.
2. The School District must participate in the fee-for-service component of the SBHS program in order to participate in the MAC component for reimbursement.
3. The School District will meet all deadlines to submit required information to PCG for the purposes of the SBHS program.
4. The School District must accept periodic MAC reimbursement payment(s) via EFT and provide PCG the appropriate banking information to conduct the transaction. If there are changes to the District's bank information such as account number, the School District must provide written notice to PCG within ten (10) business days. PCG is not responsible for any fees in the event the School District does not provide correct or updated bank information.
5. The accounting system used by the School District or its contractor must comply with the requirements contained in 2 CFR 220.
6. School Districts must follow the policies and procedures contained in the "Time Study Implementation Guide" approved by CMS.
7. The School District will maintain or coordinate a contractor's assistance in maintaining an OSDE/OHCA/CMS approved MAC component to include training, the use of standardized sample forms, sampling, the development and maintenance of School District identifiable cost accounting pools, and the application of sample percentages to accounting pools in a manner which will document the process for audits.

8. The School District will report periodic salary and benefit, and contracted personnel costs for participants that are included on the related Random Moment Time Study (RMTS) staff pool list. Costs are reported on a cash basis. Each period's costs must be certified by an authorized financial representative of the School District.
9. The School District must sign and return to PCG the non-federal matching dollars, also referred to as periodic Certification of Public Expenditures (CPE) form(s), and/or other documentation determined by OHCA to be necessary to verify that the District has expended the state / local funds reflected in the certification. The CPE form must be signed and dated by an authorized financial representative on behalf of the SCHOOL DISTRICT. The funds expended and reported in the CPE must be funds other than federal funds.
10. Periodic CPE forms are generated with the claim and distributed electronically. The School District will need to sign each period's CPE in the PCG Claiming System before disbursement of MAC funds.
11. The School District shall monitor employee participation to ensure that every RMTS form is completed. The School District must meet the minimum return rate compliance of 85% of moments assigned each period. After the first period of RMTS non-compliance, the School District may be required to submit a Corrective Action Plan (CAP) outlining a plan to meet compliance. After two consecutive periods of RMTS non-compliance, the School District may be required to document why the strategy in the CAP was not effective and submit a revised CAP. After three consecutive periods of RMTS non-compliance, the School District may be removed from participating in the MAC component of the SBHS program. Non-compliance measures may change at any time based on direction from OSDE/OHCA or a federal entity. Submission of and compliance with a CAP is not the exclusive remedy for non-compliance by the School District. In addition to requiring the adoption and implementation of a CAP, claims for MAC may be denied and/or recouped as a result of non-compliance.

Compliance Reviews

1. A School District receiving SBHS Program funds will be subject to a comprehensive compliance review conducted no less than once every four years. The School District will comply with all required next steps as a result of findings.
2. Any recoupment or disallowance of funds for any reason, including as a result of an audit exception, disallowance or comprehensive compliance review, or deferral or denial by CMS or OHCA, will be the exclusive responsibility of the School District, regardless of when the recoupment or disallowance is issued or whether the School District has withdrawn from the SBHS program. PCG shall have no liability for any such recoupment or disallowance of funds. If a recoupment is requested, payment by the School District is due on demand.
3. The School District will comply with all applicable federal, state, and local laws, rules and regulations, program requirements, OSDE and OHCA policies, and procedures governing performance of duties under this Agreement, including but not limited to an annual audit conducted in accordance with the Single Audit Act of 1984 and all applicable amendments.
4. The School District agrees to maintain and furnish records and documents from the date of payment, both medical and non-medical, as may be required by applicable federal and state laws. The School District will allow PCG or designees reasonable access during regular business hours to review, copy or obtain specific records or documents and will cooperate with PCG or designee to facilitate the information and record exchanges necessary for quality management, utilization management, or other processes required for SBHS program operations.
5. The School District shall comply with all deadlines set by PCG regarding compliance reviews, deliverable and documentation deadlines, and respond to PCG in a timely manner. It is the responsibility of the School District to stay informed regarding deadlines and program changes through, newsletters, trainings, as well communications sent by PCG.

6. Should a School District not submit documentation that meets all SBHS program documentation requirements to substantiate cost reported or reimbursement received or fails to submit required documentation within the outlined required timeframe if/when selected for a compliance review all monies determined owed are subject to recoupment.
7. All documentation submission for compliance reviews must be made in an acceptable format depending on the content of the data and School District is responsible for delivery timelines despite service provider or methods of delivery used. All data that contains private, confidential student data must be submitted securely, and the School District is responsible for alternate submission arrangements should technology prohibit secure electronic data submission.
8. School District documentation, data certifications, and submissions should undergo a thorough review and quality check by the School District to ensure accuracy. Certification language should be reviewed carefully to understand responsibility of accuracy and acknowledgement of consequences before submission to PCG.
9. The School District will comply with all program requirements as outlined in the SBHS Program Handbook specific to school-based claiming prior to submitting costs for MAC claims. The School District will submit all financial supporting documentation upon request. The School District shall not engage in unallowable practices such as back-dating or any other alteration of the source document in order to falsify program compliance.
10. The School District will cooperate with periodic compliance reviews conducted by PCG and will comply with recommendations that result from those comprehensive compliance reviews. The School District will supply a certified CAP certified by a School District representative for areas identified as non-compliant during a compliance review.

EXHIBIT B – COMPLIANCE AGREEMENT

Each of the parties to this Participation Agreement agree to fulfill the compliance responsibilities assigned to it in this Exhibit B.

EXHIBIT B

COMPLIANCE CHECKLIST

EFFECTIVE SCHOOL YEAR 2025-2026

SCHOOL-BASED HEALTH SERVICES PROGRAM

Public Consulting Group (PCG) has been retained by the Oklahoma State Department of Education (OSDE) to administer the School Based Health Services (SBHS) program for all participating School Districts (hereafter referred to as "School District"). PCG will provide Medicaid billing services pursuant to the contract between the Oklahoma Health Care Authority (OHCA) and OSDE, the contract between OSDE and PCG, and the Participation Agreement among OSDE, PCG, and School District.

This Medicaid Billing Services Compliance Checklist is intended to help School District comply with applicable Medicaid billing requirements. It is a requirement of the SBHS program that OSDE reviews the Checklist together with PCG before the start of each school year, that OSDE executes the Checklist and delivers it to School District before the start of each school year, and that School District complies with the Checklist throughout the school year. The current Compliance Checklist will remain in effect until a new checklist is signed.

All Medicaid billing must be in compliance with all applicable Medicaid requirements, including those relating to documentation. School District's failure to maintain the required documentation could result in a recoupment of Medicaid payments.

- School District is responsible for the accuracy of the data it enters into OK EDPlan, hereafter referred to as "PCG System" and data that it otherwise sends to PCG for Medicaid billing purposes.
- School District is responsible for ensuring that claims are not submitted for direct service delivery that was not provided. For example, School District must ensure that claims for direct service delivery are not submitted on dates when student attendance data does not show student as "present" in school.
- School District is responsible for maintaining all documentation necessary to support the payment of Medicaid claims.
- In the event of a state or federal Medicaid audit, School District is responsible for producing the required documentation, including documentation that may not be referenced in this Compliance Checklist.
- School District is responsible for controlling School District user access to the PCG System, including managing passwords and activating and inactivating user access.

PCG will perform a review of participating School District information based on the data provided by the School District before using that data to bill Medicaid on behalf of School District. The purpose of such "pre-billing checks" is to help School District avoid the submission of claims to Medicaid that do not satisfy Medicaid requirements.

The following Compliance Checklist covers many standard Medicaid documentation requirements for school-based Medicaid direct services billing programs. This is not a comprehensive list of every requirement of the program for which School District will be responsible to provide supporting documentation. It remains the responsibility of School District to ensure that it is not providing inaccurate documentation to PCG, or otherwise providing information that would School District to the submission of inaccurate claims.

PSchool Districtse contact PCG if you have any questions about the foregoing outline, or any of the items below.

Services

The SBHS program covers the following services. PCG will provide Medicaid billing services, and pre-billing checks, for each of the following school-based services submitted by School District.

**Audiology
Assistive Technology
Child Health Screening
Hearing Screening and Services
Immunizations
Nursing (LPN and RN)
Occupational Therapy**

**Personal Care
Physical Therapy
Psychological Evaluation and Testing
Psychotherapy Services
Speech Language Therapy Services
Therapeutic Behavioral Services
Vision Screening and Services**

Pre-Billing Checks

The services selected above will be subject to the following pre-billing checks. These checks do not relieve the School District of its responsibility to provide and maintain accurate documentation and information.

1. Medicaid ID

REQUIREMENT: Every student for whom a service is provided must have a valid Medicaid ID.

School District is responsible to provide correct student demographic data necessary to determine if the student has a Medicaid ID.

☒ **PCG will check Medicaid ID, based on School District data.**

Before billing Medicaid, PCG will check Medicaid enrollment data obtained from the State Medicaid agency to confirm that the student has a valid Medicaid ID. If student does not have a valid Medicaid ID, the service will not be billed.

How should PCG expect to receive this information from School District?

☒ Enrollment information will be obtained from the PCG System. The data that generates said information comes from School District.

2. Service Date Span

REQUIREMENT: Each service submitted to Medicaid must be within the time period that the student is covered by Medicaid.

☒ **PCG will check Medicaid Service Dates, based on School District data.**

Before billing Medicaid, PCG will check Medicaid enrollment data to confirm that the service delivery dates are within the Medicaid date spans obtained from the State Medicaid agency. If the service date is not within the Medicaid date spans, the service will not be billed.

How should PCG expect to receive this information from School District?

☒ Service information will be obtained from the PCG System generated by the data entered by School District.

3. Age

REQUIREMENT: Each service submitted to Medicaid must be age-appropriate.

School District is responsible to provide correct student demographic data necessary to determine if the student is the required age.

☒ PCG will check student Age, based on School District data

Before billing Medicaid, PCG will check that the student is the required age on the date of service, based on Medicaid rules for the type of service submitted. For example, a student must be 3 years and older to receive a school-aged service. If the student is not of the appropriate age, then the service will not be billed.

How should PCG expect to receive this information from School District?

☒ Demographic info will be obtained from the PCG System. The data that generates said information comes from School District.

Age Range: Between 3 years and less than 21 years as of the date of the school-based service.

4. Diagnosis Code

REQUIREMENT: Each service submitted to Medicaid must include a diagnosis code.

School District is responsible for verifying that the appropriate diagnosis code is selected and documented in the PCG system.

☒ PCG will check that School District provided a diagnosis code, based on School District data.

Before billing Medicaid, PCG will check that School District has provided a diagnosis code pursuant to OHCA Policies and Rules 317:30-5-4. If a diagnosis code is not provided by School District, the service will not be billed.

PSchool Districtse select the method by which diagnosis codes are provided to PCG:

☒ Provider-selected diagnosis code will be documented in the service log in the PCG System by School District. PCG will extract the diagnosis codes prior to each billing cycle.

School District is responsible for verifying that the appropriate diagnosis code is selected and on file.

5. Individualized Education Program (IEP) Dates

REQUIREMENT: Each service submitted by School District to PCG that requires an IEP for Medicaid billing must be supported by an IEP effective on the date of service documented by School District. It is

School District's responsibility to make sure that the IEP includes the student's name; description of medical condition; achievable, measurable, time-related goals and objectives that are related to the functioning of the student; the type of services the student will need, and the frequency and estimated length of treatments; and the duration of treatment. Note - PCG will not check or confirm that the IEP includes these items; School District must check and confirm that the applicable IEP has all necessary information for any service that School District submitted pursuant to that IEP. The recommendation for the services identified in the IEP, and the recommendation for the appropriate scope, frequency and duration of the service, must be made by a licensed practitioner of the healing arts operating within their scope of practice.

☒ PCG will check that service delivery dates are within the IEP date span, based on School District data.

Before billing Medicaid, PCG will check that the service delivery dates are within the IEP date span in the PCG System. *It is the responsibility of School District to ensure that the related service is prescribed in the IEP for the appropriate duration to support billing.* If the service date is not within the IEP date span, the service will not be billed.

How should PCG expect to receive this information from School District?

☒ IEP dates will be obtained from the PCG System. The data that generates said information comes from School District.

6. Referral/Order/Physician Authorization

REQUIREMENT: Physical Therapy services must be ordered in writing by a physician (M.D. or D.O.) to be covered by Medicaid; the prescription must be updated annually and maintained in the student's health record.

School District is responsible for ensuring that services with referral/order/physician authorization, and those with dates of service within the effective date of the physician's order, authorization, or referral, are documented in the PCG System.

☒ Before billing a therapy service for Physical Therapy services, PCG will check the date of the physician's order, referral, or authorization, based on School District data.

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the physician's order, authorization, or referral provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

How should PCG expect to receive this information from the School District?

☒ School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.

7. Supervisor Sign-Off

REQUIREMENT: Certain specified services may be provided under the direction of or under the supervision of another clinician. For the supervising clinician, "under the direction of" means that the clinician is supervising the individual's care which, at a minimum, includes seeing the individual initially, prescribing the type of care to be provided, reviewing the need for continued services throughout treatment,

assuring professional responsibility for services provided, and ensuring that all services are medically necessary. "Under the direction of" requires face-to-face contact by the clinician at School District at the beginning of treatment and periodically thereafter.

School District is responsible for ensuring that providers who meet the Medicaid qualifications have access to document services in the PCG System and that services delivered by providers requiring Supervisor Sign-Off are approved.

☒ PCG will conduct Supervisor Sign-Off checks prior to billing for Nursing, Occupational Therapy, Physical Therapy, Speech Therapy, Therapeutic Behavioral Health, Hearing and Vision services.

For staff members who require documentation review, the supervising provider will use the service log approval wizard in the PCG System to approve appropriately supervised services. Before billing for these services, PCG will check to see if the services by providers without full licensure were approved in this way by School District. If the services are not approved in this way by School District, the services will not be billed.

How should PCG expect to receive this information from School District?

☒ Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to maintain and enter any supervisor signoff requirements.

Supervisor signoff information will be obtained from the PCG System. The data that generates said information comes from School District.

8. Provider Qualifications

REQUIREMENT: All School District service providers (clinicians, assistants, and aides) participating in the Medicaid school-based billing program must meet Medicaid and State license/certification requirements, as specified in State Medicaid billing rules. (Select one policy below.)

School District is responsible for ensuring that providers who meet the Medicaid and State license/certification requirements have access to document services in the PCG System. It is the responsibility of School District to obtain and maintain licensure/certification information.

☒ PCG will conduct a pre-billing check that the date of service was a date on which provider was qualified, based on School District data.

Before billing Medicaid for a documented therapy service, PCG will check that the date of service was within the period that the provider was met Medicaid and State license/certification requirements, based on School District data in the PCG System. If the service date is not within the qualification dates, the service will not be billed.

How should PCG expect to receive this information from the School District?

☒ Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to enter licensure/certification information for Health-related staff and update it at minimum annually thereafter.

Licensure/certification information will be obtained from the PCG System. The data that generates said information comes from School District.

9. Parental Consent to Access Public Benefits or Insurance

REQUIREMENT: Under 34 CFR §300.154(d)(2)(iv), a public agency must obtain a one-time written parental consent before accessing a child's or parent's public benefits or insurance for the first time. Paragraph (A) of § 300.154(d)(2)(iv) describes the specific elements of the written parental consent that a public agency must obtain under FERPA and IDEA before it may reSchool Districtse for billing purposes a child's personally identifiable information to a public benefits or insurance program (e.g., Medicaid). Paragraph

(B) of § 300.154(d)(2)(iv) requires that the onetime consent must specify that the parent understands and agrees that the public agency may access the child's or parent's public benefits or insurance to pay for services. A public agency must also provide initial and annual written notification as described in 34 CFR §300.154(d)(2)(v) to ensure that parents are fully informed of their rights before a public agency can access their or their child's public benefits or insurance to pay for services under the IDEA.

Under all circumstances, School District is responsible for maintaining copies of parental consents to access public benefits as well as written notifications and, if applicable, revocations of such consents.

☒ PCG will conduct a pre-billing check for parental consent to access public benefits, based on School District data

If the student has a consent date before the service date, and there is no revocation of consent documented thereafter, then the services will pass the check and be eligible for billing. If the service date does not follow an effective parental consent date, the service will not be billed.

How should PCG expect to receive this information from School District?

☒ School District will enter the date of parent consent into PCG System.

10. Non-School Days (Weekends, Holidays, etc.)

REQUIREMENT: Claims may not be submitted for services on days when school is not in session, including but not limited to holidays, professional development days, weather-related closures, and weekends.

☒ PCG will check Non-School Days before billing, based on School District data.

Before billing Medicaid, PCG will check that the date of service does not fall on a Non-School Day as defined in School District's PCG System calendar. If the service date falls on a Non-School Day, the service will not be billed.

☒ PCG will check Weekends before billing, based on School District data.

Before billing Medicaid, PCG will check that the date of service does not fall on a weekend as defined in School District's PCG System calendar. If the service date falls on a weekend, the service will not be billed.

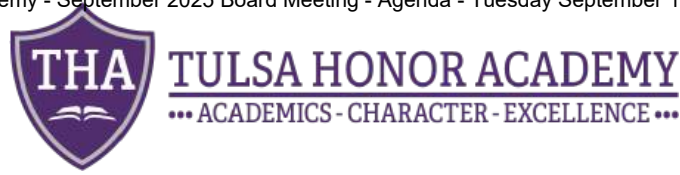
How should PCG expect to receive this information from School District?

☒ Calendar info will be obtained from the PCG System. The data that generates said information comes from School District.

Coversheet

Approval of Discovery Lab Contract

Section:	II. Consent Agenda
Item:	M. Approval of Discovery Lab Contract
Purpose:	
Submitted by:	
Related Material:	Discovery Lab Venue Rental and Use Agreement - 1172025.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Tulsa Children's Museum/Discovery Lab
Description of Service:	Discovery Lab Venue Rental & Agreement (venue for 10 Year Celebration)
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	11/7/2025 to 11/7/2025
Funding Source:	Gift Fund
Total Cost:	\$5,100.00
THA Signer:	Board Chair, Chief Executive Officer, Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes:
Termination Clause:	If Tulsa Children's Museum cancels a reservation, the sole and exclusive remedy of Patron shall be the return of all monies and deposits paid to Tulsa Children's Museum by Patron. Patron waives all consequential and other damages that may result from cancellation of a reservation. If Patron cancels or desires to change an existing reservation, TCM may (in its sole discretion) work with Patron to find an acceptable and available alternative date; provided, however, that only one date change will be allowed and any such change will be subject to rates in effect on the new date. In the event an alternative date cannot be found, half of deposit will be forfeited by Patron. If Patron would need to cancel reservation for any reason, they can receive 50% of deposit submitted (25% of reservation amount) with a (90) day written notice before the date of the reservation. If Patron does NOT notify TCM within (90) days before the date of the reservation, Patron will forfeit full deposit.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	None that I am aware of
Notes for Clarity:	Although the contract includes tax, we are tax-exempt. I've requested an updated contract from Discovery Lab reflecting the exact total of \$5,100.

DISCOVERY LAB VENUE RENTAL AND USE AGREEMENT

SECTION I: DEFINITIONS

DISCOVERY LAB: Refers to the indoor and outdoor museum and educational facilities owned by Tulsa Children's Museum and located at 3123 Riverside Drive, Tulsa, Oklahoma, 74105.

PATRON: Refers to the individual, business or organization renting all or any portion at Discovery Lab.

PREMISES: Refers to the specific area of Thirty-One Twenty-Three, Exhibit Hall, or Classroom that Patron will rent and utilize pursuant to the terms of this Agreement.

THIRTY-ONE TWENTY-THREE: Refers to the indoor and outdoor areas owned by Discovery Lab that may be offered for private rentals located on the third floor.

EXHIBIT HALL: Refers to the indoor and outdoor areas owned by Discovery Lab that may be offered for private rentals located on the first floor.

MEZANINNE: Refers to the indoor classroom areas owned by Discovery Lab that may be offered for private rentals located on the second floor.

TULSA CHILDREN'S MUSEUM OR TCM: Refers to the Oklahoma not-for-profit corporation that owns and operates the Discovery Lab.

SECTION II: PATRON REQUIREMENTS

RESERVATION AGREEMENT AND CONFIRMATION: When not being used by Tulsa Children's Museum (as determined by Tulsa Children's Museum's sole discretion), Thirty-One Twenty-Three at Discovery Lab, Exhibit Hall, and Mezzanine may be made available to individuals, businesses and organizations as a rentable space. Tulsa Children's Museum will consider all rental requests on a first come-first serve basis. Prior to submitting this rental agreement to TCM, the Patron is encouraged to inquire about available dates for rentals at Discovery Lab by calling 539-832-8617 or emailing rentals@discoverylab.org. Requests are not finalized until a deposit and signed rental agreement are received. By signing and submitting the Venue Rental and Use Agreement, Patron agrees to all rental policies and procedures set forth in this document, to include, without limitation, the deposit, cancellation, indemnification and insurance requirements set forth herein. A check deposit and contract may be mailed to: Discovery Lab, 3123 Riverside Drive, Tulsa, OK 74105; credit card payments may be made over the phone. Tulsa Children's Museum will confirm the reservation and receipt of deposit with the Patron by email receipt.

FEE & DEPOSIT: The rental fee for agreed upon rental space is communicated in the reservation request, and the deposit is equal to 50% of the total reservation fee. A reservation is confirmed in writing by TCM once this contract is signed and a deposit is submitted. In the event TCM is unable to confirm a reservation in writing, TCM will refund the deposit within thirty (30) days of TCM's rejection of the reservation request.

FOOD & BEVERAGES: Patron is required to use an approved licensed event caterer approved in advance by Tulsa Children's Museum. Food and beverages are to be consumed within the Premises. Alcohol, beer and wine may be served by the approved licensed event caterer. Outside alcohol, beer and wine are not permitted. Outside food and beverages are not permitted without prior written approval from TCM.

USE AND CARE: Patron will be responsible for use and care of the Premises rented and should return the rented Premises cleaned, with no trash or debris, and ready for use by Tulsa Children's Museum. If Premises are not cleaned appropriately, Patron will incur a \$400 cleaning fee. Last minute requests and changes are discouraged but will be accommodated by Tulsa Children's Museum when possible.

PAYMENT: The remaining 50% of the reservation fee will be due and payable four (4) weeks prior to Patron's event. Patron's failure to timely remit such final payment will be deemed a cancellation of the reservation by Patron and forfeiture of the deposit.

SECTION III: OTHER PROVISIONS

ACCESS: Early entry to the Premises for setup purposes should be built into the rental starting time requested on the reservation request form. Tulsa Children's Museum will have staff on-site during any event, and because other events may be scheduled for that day, requested start and end times on the reservation request form must include the time needed for the Patron's pre-event setup and post-event cleanup. Doors will open to attendees only at such time as requested on the reservation request form. Clean up and removal of all personal items must be completed by the end times specified for the event. Patron and guests must limit their presence to the Premises rented. Patrons and guests may not "wander" around the Discovery Lab or use or occupy areas that are not included in the description of the Premises in reservation request form. Tulsa Children's Museum has the right to deny Patrons access to the Premises outside of agreed upon schedule at the time of booking.

AUDIO/VISUAL/MEDIA: Patron may elect to bring audiovisual equipment; however, TCM staff are not responsible for loading or setup of Patron's equipment. Tulsa Children's Museum does provide Wi-Fi access and has a built-in projection system, screen, and microphone that are available to Patron upon advance request to TCM only included with 3123 Venue Rental. It is recommended that Patron check ahead of time for compatibility between their source device(s) and TCM's equipment. For a presentation using TCM's projection equipment, and for ease of use, we recommend that you use a laptop with an adapter you are familiar with that has an HDMI cable port. Discovery Lab does not provide A/V equipment for Exhibit Hall or Mezzanine rentals.

CANCELLATION OR CHANGE: If Tulsa Children's Museum cancels a reservation, the sole and exclusive remedy of Patron shall be the return of all monies and deposits paid to Tulsa Children's Museum by Patron. Patron waives all consequential and other damages that may result from cancellation of a reservation. If Patron cancels or desires to change an existing

reservation, TCM may (in its sole discretion) work with Patron to find an acceptable and available alternative date; provided, however, that only one date change will be allowed and any such change will be subject to rates in effect on the new date. In the event an alternative date cannot be found, half of deposit will be forfeited by Patron. If Patron would need to cancel reservation for any reason, they can receive 50% of deposit submitted (25% of reservation amount) with a (90) day written notice before the date of the reservation. If Patron does NOT notify TCM within (90) days before the date of the reservation, Patron will forfeit full deposit.

CLEAN-UP: Use of Rental Space at Discovery Lab should conclude at the time specified on Patron's reservation request form, and the rented area shall be left in the same clean condition in which it was found. Patron will remove all event trash from the site. We recommend separating recyclable items from trash and encourage no-waste practices, such as the use of compostable plates, utensils, etc. Removal of caterer-related trash is the responsibility of the caterer or Patron. All items brought in by Patron are Patron's responsibility and must be removed at the end of the event. If any physical damage occurs, Patron will be charged for repairs or replacement based on the damage.

DAMAGES/SECURITY: Patron agrees to be responsible for and shall pay for any damages to the rented Premises or any other TCM property by the Patron, guests, employees or any other agents of Patron. TCM is not responsible for damages, theft, or loss of any merchandise, articles, or property left at Discovery Lab or on TCM's property belonging to persons attending Patron's event.

ROOM SETUP & DECORATIONS: All items (linens, tableware, silverware, additional equipment including tables and chairs) are to be provided by Patron using a TCM approved vendor. Decorations must not be attached in any way to the venue space. All items brought in by Patron are Patron's responsibility and must be removed at the end of the event. **All rented tables, chairs, and equipment must be set-up and torn-down by the rental company.** When reserving a space at Discovery Lab, include at least sixty (60) minutes for clean up in the reservation request form. The use of nails, pins, tacks, staples, glue, paint or tape on any surface is prohibited. Open flame candles are prohibited. Any loose thrown material such as confetti, rice, birdseed, glitter, etc. is prohibited. All non-attached decorations must be removed at the end of your event. Dance floor surfaces on the terrace are strictly prohibited. When renting the Exhibit Hall located on the first floor of the Discovery Lab, Patrons are prohibited from moving any Exhibits Installed. Exhibits are not permanent and may be different from the time of booking. Exhibits will not be moved and Patron is responsible for setting up event based on current Exhibits installed. TCM will notify Patrons 30 days in advance if there are any Exhibit changes.

DENIED USES: Permission to use rental space at Discovery Lab is at the sole discretion of Tulsa Children's Museum and such permission will be denied when the stated purpose is illegal or conduct may interfere with the proper functioning of Discovery Lab or Tulsa Children's Museum. Usage featuring activities that, by their nature, are disruptive to Discovery Lab's routine or to neighbors of Discovery Lab are not permitted.

ENDORSEMENT: Use of Rental Space at Discovery Lab does not imply Tulsa Children's Museum's or Discovery Lab's endorsement of the views, opinions, policies, or activities of Patron's group. Any announcement implying such endorsement is prohibited. Any use of the museum's name or logo is prohibited without the prior written consent of the Director of Sales and Marketing of Discovery Lab.

PUBLICITY: Use of Discovery Lab shall not be publicized prior to the approved booking or in such a way as to imply Discovery Lab's sponsorship of Patron's activities. Use of the Discovery Lab logo on invitations or promotion material requires the permission of Discovery Lab's Director of Sales and Marketing.

FAILURE TO COMPLY: Tulsa Children's Museum has the authority to deny use of Rental Room at Discovery Lab to any Patron that creates an atmosphere of conflict or disorder leading to disturbances of any kind, or that interferes with the health, safety or welfare of persons in the area as determined by TCM. Violations of this provision will result in the immediate removal of Patron and his/her/it's guests from the Premises, Thirty-One Twenty-Three and Discovery Lab. Further, Tulsa Children's Museum and Discovery Lab staff reserve the right to remove any such Patron or guest of Patron who violates this provision in TCM's sole discretion. Patron will be responsible for any costs that arise by virtue of TCM having to remove Patron and his/her/it's guests. Any fees paid will not be refunded.

INDEMNIFICATION: This provision transfers risk and responsibility to Patron except when the loss is entirely the fault of TCM. Patron assumes exclusive risk for use of the rented Premises and to the fullest extent permitted by law, shall indemnify, defend (at Patron's sole expense) and hold harmless Tulsa Children's Museum, the Discovery Lab, affiliated companies of Tulsa Children's Museum and the Discovery Lab, their partners, joint ventures, representatives, members, volunteers, designees, officers, directors, employees, agents, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) (collectively, "Claims") which arise or are in any way connected with the rented premises, materials furnished, or services provided under this Venue Rental and Use Agreement by Patron or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Patron, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive.

Patron shall not be obligated to indemnify and defend Tulsa Children's Museum and Discovery Lab for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties. Patron's indemnification and defense obligations hereunder shall extend to Claims occurring after this Venue Rental and Use Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

RELEASE: Patron hereby expressly waives and releases any and all claims, now or hereafter known, against the Tulsa Children's Museum and Discovery Lab, and its officers, directors, manager(s), employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to Patron's presence at the Discovery Lab or Patron's rental of the Premises, whether arising out of the ordinary negligence of the Tulsa Children's Museum or any Releasees or otherwise. Patron covenants not to make or bring any such claim against Tulsa Children's Museum or any other

Releasee, and forever release and discharge the Tulsa Children's Museum and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Oklahoma law does not permit to be released by agreement.

LIABILITY: Groups, organizations and individuals using the facilities do so at their own risk and are responsible for their actions. Patron or its/his/her designee must be in attendance to conduct and/or monitor activities in Thirty-One Twenty-Three at Discovery Lab. Patron agrees to be personally responsible, guarantee orderly behavior, and underwrite any damage to Tulsa Children's Museum and/or Discovery Lab facilities or property. Patron also assumes responsibility for any damage arising out of the activities of Patron's guests or agents. Acceptance of this policy constitutes agreement for such liability.

MAXIMUM OCCUPANCY: In keeping with the City of Tulsa Fire Marshal regulations, Tulsa Children's Museum restricts the entirety of Discovery Lab to a maximum occupancy load of 450 people. This number is the total number of people using Discovery Lab at any one time, including guests, speakers, instructors, staff and others. Patron is responsible for ensuring that the total number of people in attendance at Patron's event does not exceed this limit. Patron shall be responsible for any fines or penalties incurred if attendance exceeds 450 during Patron's rental of Thirty-One Twenty-Three. Tulsa Children's Museum shall additionally monitor Patron's use of Thirty-One Twenty-Three during Patron's event and will enforce the maximum occupancy rules if TCM deems it necessary.

MOVIES, MUSIC & SPECIAL EQUIPMENT: Movies and other audio/visual files shown or played at Thirty-One Twenty-Three must have the appropriate public performance rights for such screening or playback. Obtaining the license and payments of all applicable fees are the responsibility of Patron. Proof of public performance rights shall be provided to Tulsa Children's Museum prior to the event date. If special equipment is required it must be provided by Patron and approved by Tulsa Children's Museum. Sound from music, entertainment, public address and similar systems must comply with all local ordinances.

PARKING: Because there is very limited parking available at Discovery Lab, valet parking and/or shuttle service to and from designated off-site parking areas is recommended; coordination and costs will be incurred by the Patron. There are some handicapped parking spaces available on site. Parking for catering staff, bartender, musician(s) or DJ, photographer, etc. will be in the gravel parking lot located south of Discovery Lab. All parking must be in designated parking lot spaces. Parking is not allowed in the roadways and vehicles may not be left at Discovery Lab overnight.

PUBLIC SPACE: Discovery Lab is located within a public park and is therefore limited in influencing public access and activities around its perimeter. Discovery Lab is open to the public during regular business hours. By renting the Premises at Discovery Lab from Tulsa Children's Museum, Patron indicates an understanding and acceptance of this format.

RESERVATIONS: A reservation for Thirty-One Twenty-Three at Discovery Lab may be for a one-time occasion or recurring occasions, such as regular on-going monthly meetings. A reservation is not confirmed until the Venue Rental and Use Agreement is signed and a deposit is paid. Once received, a confirmation is given to Patron in writing by Discovery Lab. A reservation may not be transferred to another entity.

SAFETY: Patron accepts that all activities, programs or meetings conducted at Discovery Lab are subject to the general requirements of Tulsa Children's Museum and Discovery Lab as set forth in this Venue Rental and Use Agreement and the Patron Safety Code set forth below.

STAFF ASSISTANCE AND SUPERVISION OF MINORS: A Discovery Lab staff representative will be available on-site during Patron's occupancy period. Children are welcome, however, staff presence is not for the supervision of minors. PATRON IS RESPONSIBLE FOR PROVIDING ALL APPROPRIATE SUPERVISION FOR PATRON'S GUESTS.

SMOKING: Smoking is not permitted in any indoor or outdoor space in the Discovery Lab (including Thirty-One Twenty-Three at Discovery Lab) or throughout the surrounding park.

SPECIAL NEEDS: For the safety and comfort of all your guests, please let us know ahead of time of anyone that may have special needs, as we will do all that we can to accommodate them.

WEDDING REHEARSALS: Rehearsal requirements should be scheduled, if venue availability permits, for either the day before or the day of your event. Scheduling demands dictate that rehearsal times be carefully planned and scheduled to avoid conflicts with other Discovery Lab or Thirty-One Twenty-Three events. Patron is permitted two (2) hours for a rehearsal.

SECTION IV: PATRON SAFETY CODE

Everyone is welcome at Discovery Lab. This Safety Code is to ensure safety, prevent disruptions to on-site activity, and to maintain the security of property. Discovery Lab staff will make every effort to apply these rules in a fair and dignified manner for the benefit of all. Tulsa Children's Museum and Discovery Lab will not tolerate the following:

- **EXCESSIVE NOISE**
- **VANDALISM OR THEFT**
- **ALCOHOL OR SUBSTANCE ABUSE**
- **HARASSMENT (SEXUAL, VERBAL OR PHYSICAL)**

Discovery Lab's use is intended for enjoyment. Disruptive behaviors are considered unacceptable and the following directives exist for the safe use of all:

- **SHIRTS AND SHOES REQUIRED IN THE DISCOVERY LAB**
- **CANVASING OR SOLICITING NOT PERMITTED**
- **CRIMINAL ACTIVITY FORBIDDEN**
- **ONLY SERVICE ANIMALS TRAINED TO ASSIST DISABLED INDIVIDUALS ARE PERMITTED IN DISCOVERY LAB**

[Signature page follows.]

DISCOVERY LAB VENUE RENTAL AND USE AGREEMENT

FORTHE PATRON

I have read the "Venue Rental and Use Agreement" and I accept responsibility for compliance with all obligations of Patron set forth therein. As Patron I assume responsibility for Premises rental and any damage caused by me or my guests while using the furnishings, equipment and facilities of Discovery Lab associated with this rental and will honor the timelines specified.

Name	Title	
Organization	Date	
Address	City, State, Zip Code	
Event Date	Expected Guest Attendance	
Event Premises Description		
Event Set-Up Start Time	Event Clean-Up End Time	
Event Start Time	Event End Time	Doors Open for Guests

Rental Fees and Expenses	
Rental Fee:	
Tax:	
Total:	
Deposit:	
Balance Due:	
Due By:	

PATRON SIGNATURE

Name	Title
Patron Signature	Date

DISCOVERY LAB SIGNATURE

Name	Title
Discovery Lab Signature	Date

INSURANCE REQUIREMENTS

INSURANCE: Patron is encouraged to obtain and maintain the insurance set forth on this document and deliver evidence of same to Tulsa Children's Museum at least four (4) weeks prior to event date.

All Patrons shall provide insurance as follows (we recommend sharing this section with your insurance provider):

- For business and organizations renting Discovery Lab's facilities comprehensive liability insurance - \$1,000,000 per occurrence and such additional insurance and coverage as may be required by Discovery Lab for special activities. The one-day certificate rider must include the following as additional insured: Tulsa Children's Museum / Discovery Lab.
- The duration of the insurance shall encompass the total length of time of the event, including setup and cleanup, or the length of time any equipment is placed on the Discovery Lab property, whichever is longer
- The insurance certificate or documentation must be received by Discovery Lab at least 4 weeks prior to your event.

If there is difficulty getting the liability rider, the following have proven to be easy and inexpensive:

www.theeventhelper.com

www.specialeventinsurance.com

Coversheet

September CEO Report

Section:	V. Information Agenda Continued
Item:	B. September CEO Report
Purpose:	Discuss
Submitted by:	
Related Material:	2025 September CEO Report.pdf



ACTING CEO REPORT

- [August Newsletter](#)

ACADEMICS

State Testing Updates

Final and comparative results are not yet available. We are hopeful that the state will release data by the end of September.

There are still many unknowns regarding the potential shifts in state testing at this time. We will continue to update the board, and specifically the Academic Achievement Committee, as soon as we have more information.

Academic Advising Conferences & Advisory Dashboard

As a strategy to win on THA's Wildly Important Priority, Every Scholar. Every Day., THA focused on resetting THA's advisory expectations. This year, we launched the Advisory Dashboard and a new Academic Advising Protocol. During advisory, 2-3 weeks each month are now dedicated to conferencing individually with each advisee. These are used to systemically provide academic and social-emotional support to advisees. During each conference, advisors analyze grades, attendance, and behavior (if applicable) and determine commitments/next steps alongside each scholar.

To support this work, THA created teacher-facing and scholar-facing Advisory Dashboards. The teacher-facing Advisory Dashboard shows an advisor the academic, attendance, and behavior of individual scholars in their advisory. The scholar-facing Advisory Dashboard allows scholars to see how their Advisory is doing compared to other Advisories in Academic, Culture (including merits and community service) and Attendance. Each week, advisories will set SMART team goals and track their progress on those goals throughout the week. Through consistent use of data to support our scholars individually, we are in **Pursuit of Excellence**.

CULTURE

Partnership for Success Conferences

This year, THA held its first Partnership for Success Conferences. These conferences served as intentional moments of alignment—where we came together as co-educators to build clarity, trust, and shared ownership for the year ahead.

In each conference, advisors sat down with their advisees and families to:

- **Share Beginning-of-Year (BOY) data** and outline our plan to meet **End-of-Year (EOY) growth goals**, with clear commitments from the advisor, scholar, and family.



- **Build strong relationships** by sharing what we know about each scholar so far and learning directly from families what makes their child thrive.
- **Establish clear communication norms**—how families will hear from us, what we'll share, and how to stay connected throughout the year.
- **Outline at-home academic habits** by reviewing the scholar's first two weeks of data, such as homework completion, agenda checks, and organization—ensuring families know what to monitor and how to support.

At the heart of these conferences is a simple but powerful belief: when schools and families partner early, scholars win. We believe in ***Real Change Now*** and these conversations were designed to honor what each party brings to the table to get there—our expertise as educators, the family's deep knowledge of their child, and the scholar's own goals and potential.



Senior Sunrise

The Class of 2025 is carrying on the new tradition of Senior Sunrise! This event is a time for the senior class to come together, watch the sunrise and celebrate the start of their last year in high school. They'll end the year with Senior Sunset!





Kermes on Thursday, September 18

THA is hosting its third Kermes on Thursday, September 18 from 6:30-8:30 PM at THA's Sheridan Campus! The Kermes is a community fundraiser and festival open to the entire THA Familia that will feature games, food and entertainment. Tickets and wristbands can be purchased at the door. All proceeds go to support THA's extracurriculars.

OPERATIONS

25-26 Enrollment

As of Tuesday, September 9, we are at 111.07% of budgeted enrollment on average across all grade levels. We will continue to enroll scholars and push for maximum enrollment until October 1 to build a safety cushion throughout the school year. We will give the final October 1 count at the October board meeting.

Below is a snapshot of our enrollment figures as of Tuesday, September 9.

ALL THA						
Grade	Current Enrollment	Budgeted Seats	Max Seats	Spots Available to Budgeted	Enrollment Capacities	Waitlist
5	54	40	60	-14	6	1
6	228	220	240	-8	12	52
7	220	220	240	0	20	19
8	223	220	240	-3	17	16
9	267	260	285	-7	18	17
10	162	130	150	-32	-12	10
11	94	90	120	-4	26	8
12	84	70	100	0	-	-
Total	1332	1250	1435	-68	87	123

For families interested in enrolling a child in grades 5-11, applications can be submitted at www.enroll.tulsaschools.org.

25-26 Staffing

As shared in the last board meeting, our leaders have been working very hard to fill each role. While we are still not fully staffed, our leaders continue to make staffing a priority. We are hopeful that we will be fully staffed soon. Below is a depiction of what roles we still have available as of Monday, September 8. *(Please note that we may have offers out at this moment or may have made new ones since this report was drafted. The % filled accounts for all signed LOAs. By the time of this board meeting, these figures may be slightly off.)*



TULSA HONOR ACADEMY
... ACADEMICS - CHARACTER - EXCELLENCE ...

Site	Total Roles	Open Roles	% Filled
MS	34	2	94.12%
FMS	31	2	93.55%
HS	51	6.5	87.25%
Network	22.1	1	95.48%
Total	138.1	10.5	92.40%

Type of Role	Total Roles	Open Roles
Gen. Ed. Teachers	73.5	4
SPED/ELD Teachers	8.5	1.5
Operations	27.1	5
Mid-Level Leaders	18	1
Senior Leaders	11	0
Total	138.1	11.5

Finally, 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](#).

UPCOMING EVENTS

- **September 18:** Kermes Event
- **September 19:** Professional Development Day (NO SCHOOL for scholars)
- **October 9-10:** Interim Assessment Days
- **October 13:** Fall Break
- **October 14:** Professional Development Day (NO SCHOOL for scholars)
- **October 15:** Day 1 of Q2
- **October 24:** Report Card Pick Up
- **November 7:** THA's 10 Year Celebration

Coversheet

Activity Fund Report

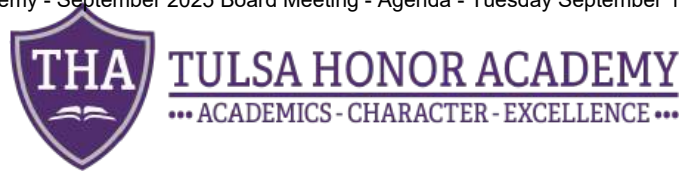
Section:	V. Information Agenda Continued
Item:	D. Activity Fund Report
Purpose:	Discuss
Submitted by:	
Related Material:	September 2025 Activity Fund Report.pdf

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Coversheet

Approval of Lease with THA Facilities LLC for Former Jones Elementary Facility

Section: VI. Action Agenda
Item: A. Approval of Lease with THA Facilities LLC for Former Jones Elementary Facility
Purpose:
Submitted by:
Related Material: THA Facilities, LLC - Jones Lease Agreement - 7_21_2025 to 6_30_2026.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	THA Facilities, LLC
Description of Service:	Lease for Former Jones Elementary Facility
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	7/21/2025 to 6/30/2026
Funding Source:	Building Fund
Total Cost:	Dependent Upon Renovation Costs
THA Signer:	Board Chair, Chief of Staff
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:	THA Facilities, LLC is a Wholly Owned Subsidiary of Tulsa Honor Academy, Inc.
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

N/A

LEASE AGREEMENT

THIS LEASE AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Lease**”), dated this ____ day of _____, 2025 (the “**Effective Date**”) between **THA Facilities, LLC**, an Oklahoma limited liability company, located at 1421 S. Sheridan Road, Tulsa, OK 74112 (“**Landlord**”), and **Tulsa Honor Academy, Inc.**, an Oklahoma nonprofit corporation, having a school at 1515 S. 71st E. Ave, Tulsa, OK 74112 (“**Tenant**”).

PRELIMINARY STATEMENT

WHEREAS, Landlord is the owner of that certain real property located in the County of Tulsa, State of Oklahoma, more particularly described on Exhibit A hereto (the “**Property**”);

WHEREAS, Landlord is undertaking the construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping of the Tulsa Honor Academy campus facilities located on the Property (the “**Building**”);

WHEREAS, Tenant desires to lease the Property and the Building (the “**Leased Premises**”) from Landlord to use in support of its operation of a public charter school and Landlord desires to lease the Leased Premises to Tenant; and

WHEREAS, Tenant acknowledges that a portion of the funds used to construct the improvements at the Leased Premises are directly or indirectly proceeds from certain bonds (the “**Bonds**”) that are intended to be exempt from federal income taxation to the holders thereof under the Internal Revenue Code of 1986, as amended (the “**Code**”). Tenant further acknowledges that certain provisions of this Lease are required in order to ensure compliance with the Code with respect to the Bonds.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. As used in this Lease, the following terms have the following respective meanings:

“**Acceptable Accounting Practices**” means the generally accepted accounting principles and standards applicable to charter schools in the State of Oklahoma as required by applicable law, rule and regulation.

“**Additional Rent**” has the meaning provided in Section 3.2.

“**Applicable Laws**” means all applicable laws, ordinances, orders, directives, rules and regulations of any governmental authority having jurisdiction, whether now or hereafter in effect.

“**Base Rent**” has the meaning provided in Section 3.1.

“**Days Cash on Hand**” means (i) the sum of all unrestricted cash, cash equivalents, liquid investments and unrestricted marketable securities (valued at the lower of cost or market) of Tenant, as shown on Tenant’s audited financial statements for each Fiscal Year (“**Cash on Hand**”); divided by (ii) the quotient of Operating Expenses and interest expense and/or facility leases, as shown on the audited financial statements for the preceding Fiscal Year, divided by 365.

“**Casualty**” means a fire or natural disaster causing damage to the Leased Premises. “**Charter**” means a charter granted to Tenant by the Chartering Authority to operate

a public charter school in the State of Oklahoma in accordance with Sections 3-130 et seq. of Title 70 of the Oklahoma Statutes Annotated, as amended and rules promulgated by the State Board of Education under Subchapter 87 of Chapter 40 of Title 210 of the Oklahoma Administrative Code.

“**Chartering Authority**” means the Board of Education of Independent School District No.1 of Tulsa County, Oklahoma (and its successors and assigns) in accordance with Sections 3-130 et seq. of Title 70 of the Oklahoma Statutes Annotated, as amended and rules promulgated by the State Board of Education under Subchapter 87 of Chapter 40 of Title 210 of the Oklahoma Administrative Code.

“**Continuing Covenant Agreement**” means that certain Continuing Covenant Agreement dated as of the date hereof between Tenant and Lender, as the same may be amended or otherwise modified from time to time.

“**Education Department**” means the Oklahoma State Department of Education or any successor agency.

“**Effective Date**” means the date specified in the first paragraph of this Lease.

“**Environmental Laws**” means all federal, state and local laws, ordinances, rules and regulations governing the use, handling and disposal of Hazardous Substances (as hereinafter defined) which are applicable to the Leased Premises and are now or hereafter in effect, including, without limitation, Section 1004 of the Federal Reserve Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) and any additions, amendments or modifications thereto.

“**Events of Default**” has the meaning provided in Article 14.

“**Hazardous Substances**” means any hazardous substance, hazardous waste, toxic substance, pollutant or contaminant as such terms may be defined in any of the Environmental Laws.

“**Insurance Requirements**” means all insurance required to be maintained by Tenant pursuant to Section 10.1.

“**Landlord Work**” means the construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping of the Building, as more particularly described in the

plans and specifications on file with Landlord and provided to Tenant for their review and approval.

“Lease Payments” means payments of Base Rent and Additional Rent payable by Tenant hereunder.

“Lease Payment Coverage Ratio” shall have the meaning set forth in the Continuing Covenant Agreement.

“Leased Premises” has the meaning provided in the Preliminary Statement.

“Lender” is to be determined, and means the lender(s) selected to provide construction financing in order to improve the property as a public charter school facility.

“Lien” means any mortgage, pledge, lien, charge, encumbrance or security interest of any kind, including any inchoate mechanic’s or materialman’s lien.

“Loan” means the principal amount of the value of the loan made by the Lender to Landlord pursuant to the terms of the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated as of the date hereof, by and between the Lender and Landlord with respect to the Loan, as the same may be amended or modified from time to time.

“Mortgage” means any deed of trust or mortgage that may now or hereafter encumber Landlord’s or Tenant’s interest in the Leased Premises and all renewals, modifications, consolidations, replacements and extensions thereof.

“Mortgagee” means the holder of any Mortgage.

“Net Award” means any insurance proceeds or condemnation award payable in connection with any Casualty or Taking, less any expenses incurred by Landlord in recovering the same.

“Operating Expenses” means fees and expenses of Tenant, including maintenance, repair expenses, utility expenses, administrative and legal expenses, miscellaneous operating expenses, advertising costs, payroll expenses (including taxes), the cost of materials and supplies used for current operations, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of Tenant, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but that are such as may reasonably be expected to be incurred in accordance with Acceptable Accounting Practices, all in such amounts as reasonably determined by the School; provided, however, “Operating Expenses” shall not include depreciation, amortization or other non-cash expenses nor payment for improvements to the premises that are capitalized for accounting purposes.

“Over Due Interest Rate” means the default interest rate under the Loan, provided that in no event shall the Over Due Interest Rate exceed the maximum rate permitted by Applicable Laws.

“Rent Commencement Date” means **July 21, 2025**.

“Restoration” means the repair and/or replacement using standard working methods and procedures of improvements damaged by a Casualty to the same or better condition as they were in immediately before the Casualty.

“Taking” means the taking of the whole or any part of, or access to, the Leased Premises under the power of condemnation or eminent domain by any public, quasi-public or private authority or by act of or pursuant to public authority (with or without a formal taking) or in lieu of taking, conveyed to the taking authority by agreement between Landlord and such public authority.

“Tenant’s Charter” means collectively, as the context may require, the following together with all modifications, extensions and renewals of the following and all exhibits, schedules, addenda and supplements thereto: (i) that certain Charter School Contract dated **Month Date, 2025** by and between the Chartering Authority and Tenant to operate grades Pre-K through 5, as the same may otherwise be amended, restated, supplemented or modified, from time to time with the prior written consent of Lender (being referred to herein as the ***“Elementary School Charter Contract”***); and (ii) each and every other charter now or hereinafter authorized with respect to the operation of a charter school by Tenant.

“Tenant’s Notice” has the meaning provided in Section 12.2.

“Term” has the meaning provided in Section 2.2.

“Transferee” has the meaning provided in Section 17.2.

“Underlying Encumbrance” has the meaning provided in Section 17.1.

1.2 Undefined Terms. Any capitalized term used in this Lease, including any exhibit or schedule hereto, that is not defined in this Lease shall have the meaning assigned thereto in the Loan Agreement.

ARTICLE 2

DEMISE; TERM; CONDITION

2.1 Demise. Landlord, for and in consideration of the covenants hereinafter contained and made on the part of Tenant, as of the Effective Date, hereby demises and leases to Tenant, and, as of the Effective Date, Tenant hereby leases from Landlord, the Leased Premises, subject to the terms and conditions of this Lease.

2.2 Term. The term of this Lease (the “***Term***”) shall be from the Effective Date through **July 21, 2025**, unless sooner terminated as provided for in this Lease, provided that this Lease shall automatically renew upon each renewal or extension of the Charter for a term of years equal to the term of each subsequent renewal or extension of the Charter up to an outside termination date of **June 30, 2060**, unless sooner terminated as provided for in this Lease. Tenant shall provide Landlord with written notice and satisfactory evidence of each extension or renewal of the Charter within fifteen (15) days after Tenant’s receipt of such evidence. The other terms of this Lease during each renewal term shall be the same as those contained in this Lease except that the Base Rent shall be adjusted as provided in Section 3.1 hereof.

2.3 Condition. Tenant agrees to accept possession of the Leased Premises in their “as-is” condition on the Effective Date, subject to Landlord’s obligation to complete the Landlord Work in a good and workmanlike manner and in accordance with Applicable Laws and those certain plans and specifications reviewed and approved by Tenant and on file at the offices of Landlord and made a part hereof by this reference (the “***Approved Plans***”). Tenant agrees further that neither Landlord nor any agent or representative of Landlord has made any representations or warranties with respect to the physical condition of the Leased Premises, and Tenant acknowledges that it is not relying upon any such representation or warranty in entering into this Lease.

2.4 [Reserved].¹

ARTICLE 3

BASE RENT; ADDITIONAL RENT; NO OFFSET

3.1 Base Rent. Commencing on the Rent Commencement Date, and continuing on the last day of each month thereafter (and in any event, at least one day prior to each Payment Date (as defined in the Loan Agreement)), Tenant shall pay Base Rent to Landlord in the amounts and at the times and place specified on Schedule 3.1 attached hereto and made a part hereof. Notwithstanding anything herein to the contrary, this Lease and the obligation to pay Base Rent and Additional Rent hereunder shall terminate on the effective date of any denial, revocation, non- renewal or surrender of Tenant’s Charter. Notwithstanding anything to the contrary contained herein, Rent shall not be accelerated in the event of a default hereunder.

3.2 Additional Rent.

(a) Tenant shall also pay and discharge when due, without deduction, offset or counterclaim within the time periods set forth in this Lease, as additional rent (“***Additional Rent***”),

(i) to the persons entitled to receive same, all other amounts, liabilities and obligations that Landlord is obligated to pay which Tenant herein agrees to pay or discharge, together with all interest, penalties and costs which may be added thereto, (ii) to Landlord, interest at the Over Due Interest Rate on such of the foregoing as are payable to Landlord from the due date until payment, and (iii) to Landlord, interest at the Overdue Interest Rate on all overdue Base Rent. Landlord shall have all the rights, powers and remedies provided for in this Lease or at law or in equity or

¹ NTD: N/A given that THA already occupies the school.

otherwise for failure to pay Additional Rent as are available for nonpayment of Base Rent.

(b) All sums, charges, costs and expenses Tenant assumes or agrees to pay pursuant to this Lease (other than fixed rent) shall be Additional Rent, and Landlord shall have all of the rights and remedies afforded to Landlord pursuant to this Lease in the case of non-payment of fixed rent in the event of nonpayment of Additional Rent or any portion thereof. The term “rent” as used in this Lease shall include both fixed rent and Additional Rent. Tenant’s obligation to pay rent hereunder and to perform the covenants and agreements on its part to be performed hereunder, shall in no way be affected, impaired or excused in any respect because Landlord is unable, for any reason whatsoever, to fulfill any of its obligations hereunder or because Tenant’s use and occupancy of the Premises shall be disturbed or prevented from any cause whatsoever.

3.3 Due Date. All fixed rent required to be paid hereunder shall be paid on the last day of each and every month. Should the Rent Commencement Date begin or end on other than the first day of a calendar month the fixed rent shall be prorated for such partial month in proportion that the number of days this Lease is in effect during such period bears to the number of days in such calendar month.

3.4 Covenant to Pay. It is the purpose and intent of Landlord and Tenant that, except for the obligations expressly imposed upon Landlord under this Lease, this be an absolutely net lease and that Tenant shall make all payments hereunder free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction, notice or set-off and all costs, expenses, charges, assessments, impositions and obligations of every kind and nature whatsoever relating to the Property and/or the use and occupancy thereof, whether foreseen or unforeseen, ordinary or extraordinary, shall be the responsibility of Tenant. Without limiting the provisions of this Article 3, Tenant acknowledges and agrees that in no event shall Tenant’s obligations to pay rent strictly as required by this Lease be subject to offset, reduction or delay due to any reason or cause associated with the Landlord Work, and Tenant’s obligation to pay rent strictly in accordance with this Lease shall continue in effect without abatement or reduction regardless of whether Landlord may fail to complete the Landlord Work in accordance with the terms and conditions hereof or at all.

3.5 Method of Payment. All payments of rent shall be paid by Tenant, as and when due, in legal tender and lawful money of the United States of America by wire transfer using wire transfer instructions provided by Landlord, or as otherwise directed by Landlord or the Mortgagee from time to time.

3.6 Late Charge. If any installment of Base Rent or any Additional Rent is not paid within fifteen (15) days of the date when due, Tenant shall pay to Landlord within thirty (30) days after demand, in addition to interest at the Over Due Interest Rate, as Additional Rent, a late charge equal to five percent (5%) of the amount unpaid.

3.7 No Offset. Except as otherwise expressly provided herein, Tenant hereby covenants and agrees to pay to Landlord, in all events and without notice or demand, during the Term, at Landlord’s address for notices hereunder, or such other place as Landlord may from time to time designate, without any offset, set-off, counterclaim, deduction, defense, abatement,

suspension, deferment or diminution of any kind the Base Rent and Additional Rent and all other sums payable by Tenant hereunder.

3.8 Independent Covenant. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements; that rent and all other sums payable by Tenant hereunder shall continue to be payable in all events; and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated or abated pursuant to an express provision of this Lease.

ARTICLE 4

SERVICES ; TAXES

4.1 Services. Tenant hereby acknowledges and agrees that from and after the Rent Commencement Date this Lease is intended to be a “net-net-net lease” and Landlord is not obligated to provide any services to Tenant pursuant to this Lease. From and after the Rent Commencement Date or the date on which Landlord delivers possession of the Leased Premises to Tenant, whichever is earlier, Tenant shall arrange for the provision of and be directly responsible for payment, as Additional Rent, of all costs with respect to utility services, the operation and maintenance of, all taxes or other governmental charges (including, but not limited to, payments in lieu of taxes) levied against, all premiums for insurance required under Article 10 of this Lease to be carried for the benefit of or with respect to, all costs of environmental monitoring and compliance and all other costs or expenses arising out of or in connection with Tenant’s use and occupancy of the Leased Premises. Tenant’s obligation to pay all such Additional Rent hereunder shall be self-operating without the requirement of notice from Landlord pursuant to this Section and Tenant shall make all payments directly to the applicable payee at the place and time required by each payee.

4.2 Taxes.

(a) As Additional Rent, Tenant shall pay, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof (or at such earlier time as is required by Mortgagees), all real estate taxes, assessments, special assessments, municipal taxes, county taxes, city taxes, local taxes, school, library or transit taxes, water and sewer rates and charges, vault charges, occupancy taxes measured by income, license and permit fees and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature (collectively, “***Impositions***”) assessed, levied, confirmed, imposed or become a lien upon or are due and payable with respect to the Leased Premises or the sidewalks or streets in front of or adjoining the same, or are assessed, levied, confirmed or imposed upon Landlord as owner of the Leased Premises, and/or as Landlord under this Lease or as the recipient of rents or other charges produced by this Lease, and that become or are payable during the Term (including any interest imposed thereon by reason of an election to pay the same in installments), and any and all other taxes, assessments and charges levied, assessed or imposed upon the Leased Premises or any portion thereof or upon Landlord as an owner of the Leased Premises, and/or as Landlord under this Lease or in respect of the rents or other charges produced by this Lease in lieu of or in addition to the foregoing, including in substitution of or in addition to any other Impositions

(for such purpose, the Imposition in question shall be calculated as if the Leased Premises were the sole asset of Landlord); provided, that if by law, any Imposition is payable or at the option of the taxpayer may be paid in installments (whether or not interest shall accrue on the unpaid balance thereof), with the prior written consent of Landlord and Mortgagee, Tenant may pay the same (and any accrued interest on the unpaid balance) in installments (and Landlord shall cooperate with Tenant in any application by Tenant to pay the same in installments) and shall pay only such installments as may become due during the Term as the same, respectively become due and before any fine, penalty, interest or cost may be added thereto for non-payment thereof (or at such earlier time as is required by Mortgagee); and provided, further, that any Imposition relating to a fiscal period of a taxing authority, a part of which period is included within the Term and a part of which is included in a period of time before the Term or after the expiration of this Lease, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed or become a lien upon the Leased Premises, or shall become payable, during the Term) be appropriately pro-rated between Landlord and Tenant. The obligations contained herein shall survive the expiration or the termination of this Lease.

(b) Tenant shall pay prior to delinquency all such Impositions, at the election of Landlord, directly to Landlord or directly to the governmental or quasi-governmental entity to which payable. If Landlord elects that Tenant pay the same to Landlord, Tenant shall pay the same, from time to time, within five (5) days after being billed therefor by Landlord. To the extent Mortgagee requires that payments for Impositions or other charges be paid to Mortgagee so as to enable such Mortgagee to directly pay the same, then Tenant shall make such payments to Mortgagee or to Landlord (as instructed by Landlord) in the amounts and at the times required by Mortgagee.

(c) Tenant shall at all times be responsible for and shall pay directly to the applicable taxing authority, before delinquency, all taxes and assessments that shall or may during the Term be charged, levied, assessed or imposed on Tenant with respect to Tenant's right to occupy the Leased Premises and any personal property of any kind owned, used or installed by Tenant at the Leased Premises or in connection with the operation of the Leased Premises or Tenant's business.

(d) Tenant shall deliver to Landlord and Mortgagee within five (5) days of request copies of the receipted bills or other evidence satisfactory to Landlord showing payment of the charges comprising Additional Rent.

(e) Nothing herein contained shall be construed so as to require Tenant to pay or be liable for any gift, inheritance, estate, franchise, income, profits, capital or similar tax or any tax in lieu of any of the foregoing imposed upon Landlord; however, if during the Term the methods of taxation now prevailing shall be altered so as to cause the whole or any part of an Imposition now levied on real estate and the improvements thereon to be levied, wholly or partially, as an income tax or a capital levy, or otherwise, or the rents received there from, or if as a result of such alteration any Imposition or part thereof shall be imposed upon Landlord, or any assets of Landlord, such Imposition, or the part thereof so imposed upon Landlord or its assets shall, to the extent it shall be in substitution of Impositions required to be paid by Tenant be deemed to be included within the term "Impositions" for the purposes hereof, and Tenant shall pay and discharge the same as herein provided with respect to the payment of Impositions.

ARTICLE 5

MAINTENANCE; ALTERATIONS; ADDITIONS; REMOVAL OF TRADE FIXTURES

5.1 Maintenance Obligations.

(a) Tenant shall, at its sole cost and expense, keep and maintain the Leased Premises in the same condition as on the Rent Commencement Date or the date on which Landlord gives possession of the Leased Premises to Tenant, whichever is earlier, ordinary wear and tear and unrepaired damage from a Casualty not caused by Tenant or from a Taking excepted. Landlord may, at Landlord's sole option and at Tenant's sole expense, elect to perform any Alterations which Tenant has requested and to which Landlord has consented.

(b) Landlord shall submit to Tenant an invoice setting forth the cost of all work performed by Landlord pursuant to this Section 5.1 (collectively, the "***Reimbursable Costs***") together with supporting documentation. The term "Reimbursable Costs" means all hard construction costs, soft costs such as engineering, architectural, and project management fees, all financing costs including lender fees, attorney's fees, and any other fees payable in connection with such work or the financing thereof. Tenant shall remit to Landlord payment of all such invoices within thirty (30) days after receipt thereof.

5.2 Right to Assert Claims. Landlord hereby authorizes Tenant to assert all rights and claims, and to bring suits, actions and proceedings, in Landlord's name or in either or both Landlord's and Tenant's name, in respect of any and all contracts, manufacturer's or supplier's warranties or undertakings, express or implied, relating to any portion of the Leased Premises; provided, however, that Landlord shall not be obligated to incur any cost in connection therewith. Landlord hereby assigns to Tenant all warranties and guaranties, if any, received from suppliers or subcontractors with respect to the Leased Premises and will execute such further assignments as Tenant shall require to effectuate the purposes of this Section 5.2.

5.3 Alterations. Tenant shall not make any changes, modifications or alterations (collectively, the "***Alterations***") to the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. This consent shall not be required for any single Alteration with a cost of less than \$100,000. Landlord may delegate an authorized officer to consent to such Alterations. Landlord may, at Landlord's sole option and at Tenant's sole expense, elect to perform any Alterations which Tenant has requested and to which Landlord has consented. Landlord shall submit to Tenant an invoice setting forth the Reimbursable Costs together with supporting documentation. Tenant shall remit to Landlord payment of all such invoices within thirty (30) days after receipt thereof.

5.4 Title to Alterations. Unless otherwise agreed to by Landlord and Tenant, all Alterations to the Leased Premises shall, upon installation, become the property of Landlord and shall be deemed part of, and shall be surrendered with, the Leased Premises. Tenant shall remove any Alterations made by Tenant to the Leased Premises and promptly repair and restore any damage to the Leased Premises caused by such removal to their condition existing prior to the installation thereof, reasonable wear and tear and unrepaired damage from a Casualty not caused

by Tenant or from a Taking excepted, provided that Landlord advises Tenant in writing, at or prior to the time that Tenant requests the right to make such Alteration, that Tenant will be required to remove the same at the expiration or earlier termination of this Lease.

5.5 Trade Equipment. Tenant may install or place or reinstall or replace and remove from the Leased Premises any trade equipment, machinery and personal property belonging to Tenant, provided, that Tenant shall repair all damage to the Leased Premises caused by such removal. Such trade equipment, machinery and personal property shall not become the property of Landlord and shall remain the property of Tenant.

ARTICLE 6

USE OF LEASED PREMISES

6.1 Permitted Uses. Tenant shall not, except with the prior consent of Landlord, use or suffer or permit the use of the Leased Premises for any purpose other than as a charter school, including school-related activities and administrative space relating thereto. Tenant's use and occupancy of the Leased Premises shall not violate any Applicable Laws. Tenant agrees to conduct its business in a professional manner and in accordance with appropriate standards for a charter school and shall, at all times when the Leased Premises are open for business to the public, keep the Leased Premises attended by adequate personnel.

6.2 Limitations on Use. Tenant shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations in or on, or in connection with, the Leased Premises, all at Tenant's sole expense. Tenant shall in all respects operate a public school facility. Tenant shall not use the Leased Premises in any manner which would cause a default under the Tenant Documents (as defined in the Continuing Covenant Agreement).

6.3 Qualified Bonds. Tenant covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Bonds to fail to qualify as "Qualified 501(c)3 Bonds" under the Internal Revenue Code of 1986, as amended (the "Code").

ARTICLE 7

INDEMNIFICATION; LIABILITY OF LANDLORD

7.1 Indemnification. Tenant hereby indemnifies, and shall pay, protect and hold Landlord harmless from and against all liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature, arising, or alleged to arise, from or in connection with, (a) any injury to, or the death of, any person or loss or damage to property on or about the Leased Premises, except when arising from the negligence or the recklessness or willful misconduct of Landlord or its agents, servants, employees or contractors, (b) any violation of this Lease or of any Applicable Laws by Tenant, or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof by or for Tenant. Tenant will resist and defend any

action, suit or proceeding brought against Landlord by reason of any such occurrence by independent counsel selected by Tenant and reasonably acceptable to Landlord. The obligations of Tenant under this Section 7.1 shall begin as of the Rent Commencement Date or the date on which Landlord gives possession of the Leased Premises to Tenant, whichever is earlier, and shall survive the expiration or termination of this Lease.

7.2 No Claims against Landlord. Tenant agrees to make no claim against Landlord or for (i) any damage to, or loss (by theft or otherwise) of, or loss of use of, any property of Tenant or of any other person, regardless of the cause thereof (including, without limitation, any such injury or damage caused by the negligence, recklessness or willful misconduct of Landlord or Landlord's agents, servants and employees) and (ii) any indirect, consequential (including, without limitation, losses arising out of any business interruption), or punitive damages regardless of the cause thereof (including, without limitation, any such damage caused by the negligence, recklessness or willful misconduct of Landlord or Landlord's agents, servants and employees); it is hereby understood that Tenant assumes all risk in connection therewith.

ARTICLE 8

COMPLIANCE WITH REQUIREMENTS

8.1 Compliance. Tenant, upon taking possession of the Leased Premises and at all times thereafter during the Term, and at its sole cost and expense, shall (a) comply with all Applicable Laws and Insurance Requirements applicable to the Leased Premises, and (b) maintain and comply with all permits, licenses and other authorizations and approvals required by any governmental authority for its use of the Leased Premises and for the proper operation, maintenance and repair of the same. Landlord will join in the application for any permit or authorization required under Applicable Laws if such joinder is necessary and will cooperate with Tenant in connection therewith.

8.2 Negative Covenants. Tenant shall not do, or permit to be done, anything in or to the Leased Premises, or bring thereto, or keep anything therein that will, in any way, invalidate or conflict with the fire insurance or public liability insurance policies covering the Leased Premises or any personal property kept therein, or obstruct or interfere with the rights of Landlord, or subject Landlord to any liability for injury to persons or damage to property, or violate any Applicable Laws. All substances used by Tenant in the ordinary course of its business operations (such as cleaning, art or science laboratory supplies) that would otherwise be deemed Hazardous Substances may be kept in the Leased Premises, provided that such substances are used, handled, transported, and stored in strict compliance with applicable Environmental Laws and requirements of the City of Tulsa and the Education Department.

8.3 Reporting. Tenant shall deliver promptly to Landlord a true and complete photocopy of any correspondence, notice, report, sampling, test, submission, order, complaint, citation or any other instrument, document, agreement and/or information submitted to, or received from, any governmental entity, department or agency in connection with any Applicable Laws relating to or affecting the Leased Premises.

8.4 No Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be brought, kept or stored on or about the Leased Premises in violation of Environmental Laws other than substances used in the ordinary course of Tenant's business operations (such as cleaning, art or science laboratory supplies) and used, handled, transported, and stored in strict compliance with applicable Environmental Laws and requirements of the City of Tulsa and the Education Department. Tenant shall not engage in, or permit any other person or entity to engage in, any activity, operation or business on or about the Leased Premises which involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of Hazardous Substances.

8.5 Spills and Discharges. If a spill or discharge of a Hazardous Substance occurs on the Leased Premises during the Term, Tenant shall, promptly upon obtaining knowledge thereof, give Landlord immediate oral and written notice of such spill and/or discharge, setting forth in reasonable detail all relevant facts. Tenant shall pay all costs and expenses relating to compliance with all applicable Environmental Laws (including, without limitation, the costs and expenses of the site investigations and of the removal and remediation of such Hazardous Substance) arising out of or in connection with any such spill or discharge, except any spill or discharge caused by Landlord, which such spill or discharge shall be remediated by Landlord after giving notice thereof to Tenant.

8.6 Compliance.

(a) If Tenant's operations at the Leased Premises now or hereafter are subject to the provisions of any Environmental Laws, then Tenant agrees to comply, at its sole cost and expense, with all requirements of such Environmental Laws to the satisfaction of the governmental entity, department or agency having jurisdiction over such matters (including, but not limited to, performing site investigations and performing any removal action and remediation required in connection therewith), in connection with (i) the expiration of the Term or Tenant's earlier termination of activities in the Leased Premises, (ii) any closure, transfer or consolidation of Tenant's operations at the Leased Premises, (iii) any change in the ownership or control of Tenant, (iv) any permitted assignment of this Lease or permitted sublease of all or part of the Leased Premises, or (v) any other action by Tenant which triggers the application of such Environmental Laws.

(b) If in connection with Tenant's compliance with Environmental Laws Tenant requires any affidavits, certifications or other information within the control of Landlord, Landlord shall cooperate with Tenant and deliver to Tenant without charge all such documents within ten (10) days after receipt of a request by Tenant, provided Landlord shall not be required to sign any document which Landlord reasonably believes contains any information which is untrue or misleading, would subject Landlord to any liability or would subject Landlord to any civil or criminal penalty or fine.

8.7 Sale or Disposition of Fee.

(a) In connection with (i) any sale or other disposition of all or part of Landlord's interest in the Leased Premises or (ii) any change in the ownership or control of Landlord, or (iii) any other action by Landlord which triggers the applicability of any

Environmental Laws, Landlord shall comply, at its sole cost and expense, with all requirements of such Environmental Laws; provided, however, if any site investigation is required as a result of Tenant's use and occupancy of the Leased Premises or a spill or discharge of a Hazardous Substance caused by the act, negligence or omission of Tenant or its agents, employees, contractors, invitees, or other persons invited by Tenant into the Leased Premises, then Tenant shall pay all costs associated with said site investigation; in addition, if any removal and remediation is required as a result of a spill or discharge of a Hazardous Substance, which occurred during the Term and was not caused by Landlord or any of its employees, agents, representatives or contractors, then Tenant shall pay all costs associated with said removal and remediation. Notwithstanding anything to the contrary contained herein, in connection with any sale of the Leased Premises to Tenant, Tenant shall comply, at its sole cost and expense, with all requirements of any Environmental Laws which may be triggered by such sale.

(b) If, in connection with such compliance, Landlord requires any affidavits, certifications or other information from Tenant, Tenant agrees to cooperate with Landlord and to deliver to Landlord without charge all such documents within ten (10) business days after Tenant's receipt of said request.

8.8 Testing.

(a) Landlord shall have the right, but not the obligation, upon notice to Tenant, to enter onto the Leased Premises from time to time during the Term for the purpose of conducting such tests and investigations as Landlord deems reasonably necessary to determine whether Tenant is complying with the provisions of this Article 8. If Landlord determines that Tenant is not in compliance with this Article 8, Landlord shall so notify Tenant, setting forth in such notice the basis for Landlord's determination, and shall provide to Tenant copies of any reports, data and/or other information relating to Landlord's determination. Within fifteen (15) Business Days after receipt of Landlord's notice of noncompliance, Tenant shall notify Landlord whether it disputes Landlord's determination. If Tenant so notifies Landlord within said fifteen (15) Business Day period, then Landlord and Tenant, and their respective consultants, shall meet to resolve the dispute. If Tenant fails to notify Landlord of any objection within said fifteen (15) Business Day period, then Tenant shall be deemed to have accepted Landlord's determination and Tenant shall promptly remedy the noncompliance.

(b) If Tenant is not in compliance with the provisions of this Article 8, Tenant shall pay to Landlord, as Additional Rent, within thirty (30) days after demand, an amount equal to all reasonable costs and expenses incurred by Landlord in connection with the tests and investigations conducted by or on behalf of Landlord.

8.9 Environmental Indemnification. Tenant hereby agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, losses, liability, damages and expenses (including, without limitation, site investigation costs, removal and remediation costs and reasonable attorneys' fees and disbursements) arising out of or in connection with (i) Tenant's use and occupancy of the Leased Premises, (ii) any spill or discharge of a Hazardous Substance on or after the Rent Commencement Date or the date on which Landlord gives possession of the Leased Premises to Tenant, whichever is earlier, unless such spill or discharge is caused by

Landlord, its agents, servants, employees or contractors, and/or (iii) Tenant's failure to comply with the provisions of this Article 8.

8.10 Notice to Mortgagees. If Landlord has given to Tenant the name and address of any holder of any Mortgage, Tenant agrees, upon request from Landlord or the holder of the Mortgage, to send to such holder a photocopy of those items given to Landlord pursuant to the provisions of Section 8.3.

8.11 Survival. The provisions of this Article 8 shall survive the expiration or earlier termination of this Lease.

ARTICLE 9

DISCHARGE OF LIENS; PERMITTED CONTESTS

9.1 Discharge of Liens. Tenant will discharge by bond or otherwise within thirty (30) days after receipt of notice thereof any Lien on the Leased Premises or the Base Rent, Additional Rent or any other sums payable under this Lease, caused by or arising out of Tenant's acts or Tenant's failure to perform any obligation hereunder.

9.2 Permitted Contests. Tenant may contest by appropriate proceedings, the amount, validity or application of any Applicable Laws with which Tenant is obligated to comply or any Lien which Tenant is obligated to discharge, provided that (a) such proceedings shall suspend or stay the collection thereof, (b) no part of the Leased Premises or of any Base Rent or Additional Rent or other sum payable hereunder would be subject to loss, sale or forfeiture during such proceedings, (c) Landlord would not be subject to any civil or criminal liability for failure to pay or perform, as the case may be, (d) Tenant shall have furnished such security as may be required in the proceedings, (e) such proceedings shall not affect the payment of Base Rent, Additional Rent or any other sum payable to Landlord hereunder or prevent Tenant from using the Leased Premises for its intended purposes, and (f) Tenant shall notify Landlord of any such proceedings not less than two (2) days prior to the commencement thereof, and shall describe such proceedings in reasonable detail. Tenant will conduct all such contests in good faith and with due diligence and will, promptly after the determination of such contest, pay and discharge all amounts which shall be finally determined to be payable pursuant thereto.

ARTICLE 10

INSURANCE

10.1 Tenant's Insurance.

(a) Tenant, at its sole cost and expense, from and after the date Tenant is given possession of the Leased Premises, shall keep the Leased Premises insured against each risk to which the Leased Premises may from time to time be subject (including fire, lightning, storm, tempest, explosion, impact, aircraft, riot, civil commotion, bursting or overflowing of water tanks, apparatus or pipes, boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed, flood, labor disturbances, malicious damage, or any other casualty or act of God, vandalism and other risks covered by all-

risk insurance; and, if requested by any Mortgagee, earthquake; if the Leased Premises or any portion thereof are located in an area identified as an area having special flood hazards and in which flood insurance has been made available, flood; and loss of rents by reason of such risks) for the benefit of Landlord and any Mortgagee. Such insurance shall be provided in an amount at all times, to the extent available, equal to the greater of 100% of the full replacement value of the Leased Premises or the outstanding principal balance of the Mortgage, and shall be provided for such periods, in such form, with such special endorsements, on such terms and by such companies and against such risks as shall be satisfactory to Landlord and each Mortgagee. Notwithstanding the foregoing, if any Mortgagee determines at any time that any part of the Leased Premises is located in an area identified, on a Flood Hazard Boundary Map or Flood Insurance Rate Map issued by the Federal Emergency Management Agency, as having special flood hazards, Tenant will obtain and maintain a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration, with a generally acceptable insurance carrier, in an amount satisfactory to such Mortgagee, but in no case less than the lesser of (y) the outstanding principal balance of the Mortgage, or (z) the maximum amount of insurance which is available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as amended. The policy shall also name Mortgagee under a standard noncontributory mortgagee clause. Said policy shall be in an amount to be determined by Mortgagee, which amount shall in no event be less than the outstanding principal balance of the Mortgage or exceed in the aggregate 100 percent (100%) of the completed insurable value of the Leased Premises and shall be sufficient to meet all applicable coinsurance requirements.

(b) Without limiting the generality of the foregoing, each policy pursuant to which such insurance is provided shall contain a mortgagee clause, in form and substance satisfactory to each Mortgagee, (a) naming Mortgagee as mortgagee and (b) providing that (i) all moneys payable pursuant to such insurance shall be payable to the Mortgagees, (ii) such insurance shall not be affected by any act or neglect of Landlord, Tenant or any Mortgagee, any occupancy, operation or use of the Leased Premises or any portion thereof for purposes more hazardous than permitted by the terms of such policy, any foreclosure or other proceeding or notice of sale relating to the Leased Premises or any portion thereof or any change in the title to or ownership of the Leased Premises or any portion thereof and (iii) such policy and such mortgagee clause may not be canceled or amended except upon thirty (30) days' prior written notice to Landlord and each Mortgagee. Tenant hereby assigns and shall deliver each policy pursuant to which any such insurance is provided to Landlord and any Mortgagee, and Tenant shall further deliver renewals of the each insurance policy to Landlord and all Mortgagees no fewer than thirty (30) days' prior to the expiration of each then-current policy. The acceptance by Landlord and/or Mortgagees of such policies from Tenant shall not be deemed or construed as an approval by Landlord or any Mortgagee of the form, sufficiency or amount of such insurance. Landlord does not in any way represent that such insurance, whether in scope or coverage or limits of coverage, is adequate or sufficient to protect the business or interest of Tenant. In the event of the foreclosure of any Mortgage by its Mortgagee, or a transfer of title to the Leased Premises in extinguishment of the indebtedness secured by such Mortgage, all right, title and interest of Landlord in and to any such policies then in force shall pass to the purchaser or grantee of the Leased Premises. Tenant agrees that Mortgagees may retain and apply the proceeds of any such insurance in satisfaction or reduction of the indebtedness secured by the Mortgages, whether or not then due and payable, or Mortgagees may pay the same, wholly or in part, to Landlord or Tenant for the repair or

replacement of the Leased Premises or for any other purpose satisfactory to Mortgagees, without affecting the liens of the Mortgages or this Lease for the full amount of the indebtedness secured by the Mortgages before the making of such payment.

10.2 Policy Provisions. The policies of fire and insurance with respect to risks from time to time included under the standard extended coverage endorsement required to be maintained by Tenant pursuant to Section 10.1 shall name Landlord and all Mortgagees as the named insureds and loss payees (and, if Landlord or any Mortgagee requests, such Mortgagee shall be named as a mortgagee and loss payee). All other insurance policies required to be maintained by Tenant pursuant to Section 10.1 shall name Landlord, all Mortgagees, and any other party as Landlord or any Mortgagee shall request, as an additional insured and shall also include a contractual liability endorsement evidencing coverage of Tenant's obligation to indemnify Landlord pursuant to Section 7.1. Any general liability policy shall also name the Lender as an additional insured. All insurance policies required to be maintained by Tenant shall be reasonably satisfactory to Landlord and such Mortgagees and shall provide that (a) thirty (30) days' prior written notice of suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage shall be given to Landlord and (b) such insurance shall not be invalidated by any change in the title or ownership of the Leased Premises.

10.3 Evidence of Insurance. Prior to the Effective Date, Tenant shall deliver to Landlord original or duplicate policies or certificates of the insurers evidencing all the insurance which is required to be maintained hereunder by Tenant, and, at least ten (10) days prior to the expiration of any such insurance, other original or duplicate policies or certificates evidencing the renewal of such insurance. If Tenant delivers certificates, such certificates shall be in form reasonably satisfactory to Landlord and Mortgagee. Notwithstanding the foregoing, in the case of the fire and extended risks coverage required to be maintained pursuant to Section 10.1, Tenant shall deliver original policies (as opposed to duplicate policies or certificates).

10.4 Waivers. Landlord hereby waives and releases Tenant, and Tenant hereby waives and releases Landlord, from any and all liabilities, claims and losses for which the released party is or may be held liable to the extent of any insurance proceeds received by said injured party. Each party agrees to have included in each casualty and liability insurance policy maintained in connection with the Leased Premises or any property belonging to it or others in the Leased Premises a waiver of the insurer's right of subrogation against the other.

ARTICLE 11

ESTOPPEL CERTIFICATES

11.1 Estoppel Certificates. At any time and from time to time, upon not less than fifteen (15) days' prior notice, each party shall execute, acknowledge and deliver to the other a statement, prepared by Landlord, certifying the following: (i) the Effective Date and the Rent Commencement Date, (ii) the expiration date of the Term, (iii) the date(s) of any amendment(s) and/or modification(s) to this Lease, (iv) that this Lease was properly executed and is in full force and effect without amendment or modification, or, alternatively, that this Lease and all amendments and/or modifications thereto have been properly executed and are in full force and effect, (v) the current annual Base Rent, the current monthly installments of Base Rent and the date on which

Tenant's obligation to pay Base Rent commenced, (vi) the date through which Base Rent and Additional Rent have been paid, (vii) that, to the best of such party's knowledge, neither party to this Lease is in default in the keeping, observance or performance of any covenant, agreement, provision or condition contained in this Lease and no event has occurred which, with the giving of notice or the passage of time, or both, would result in a default by either party, except as specifically provided in this Lease or in the estoppel certificate, (viii) that, in the case of Tenant, Tenant has no existing defenses, offsets, liens, claims or credits against the Base Rent or Additional Rent or against enforcement of this Lease by Landlord, except as specifically provided in the estoppel certificate, (ix) that Tenant has not been granted any options or rights of first refusal to extend the Term or to terminate this Lease before the expiration date or to purchase the Leased Premises, except as specifically provided in the estoppel certificate, (x) that, in the case of Tenant, Tenant has not received any notice of violation of Applicable Laws or Insurance Requirements relating to the Leased Premises, except as specifically provided in the estoppel certificate, (xi) that, in the case of Tenant, Tenant has not assigned this Lease or sublet all or any portion of the Leased Premises, except as specifically provided in the estoppel certificate, (xii) that, in the case of Tenant, no Hazardous Substances have been generated, manufactured, refined, transported, treated, stored, handled, disposed or spilled on or about the Leased Premises, except as and to the extent specifically permitted pursuant to Article 8 hereof and as provided in the estoppel certificate, and (xiii) such other reasonable matters as the party requesting the certificate may request. Tenant hereby acknowledges and agrees that such statement may be relied upon by any Mortgagee, or any prospective purchaser, Mortgagee or assignee of any Mortgage, of the Leased Premises or any part thereof.

ARTICLE 12

ASSIGNMENT AND SUBLETTING

12.1 Consent Required. Except as otherwise expressly provided in this Article 12, Tenant shall not sell, assign, transfer, hypothecate, mortgage or encumber this Lease, by operation of law or otherwise, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Any consent granted by Landlord in any instance shall not be construed to constitute consent with respect to any other instance or request. If the Leased Premises or any part thereof should be sublet, used, or occupied by anyone other than Tenant, or if this Lease should be assigned by Tenant, Landlord shall have the right to collect rent from the assignee, subtenant, user or occupant, but no such assignment, subletting, use, occupancy or collection shall be deemed a waiver of any of Landlord's rights under the provisions of this Section 12.1, a waiver of any of Tenant's covenants contained in this Article 12, the acceptance of the assignee, subtenant, user or occupant as tenant, or a release of Tenant from further performance by Tenant of Tenant's obligations under the Lease.

12.2 Tenant's Notice. If Tenant shall desire to assign this Lease, it shall first submit to Landlord a written notice ("***Tenant's Notice***") setting forth in reasonable detail:

- (a) the name and address of the proposed assignee;

(b) the terms and conditions of the proposed assignment (including the proposed effective date of the assignment, which shall be at least thirty (30) days after Tenant's Notice is given);

(c) the nature and character of the business of the proposed assignee; and

(d) banking, financial, and other credit information relating to the proposed assignee, in reasonably sufficient detail, to enable Landlord to determine the proposed assignee's financial responsibility.

12.3 Landlord's Response. Within thirty (30) days after Landlord's receipt of Tenant's Notice, Landlord agrees that it shall notify Tenant whether Landlord (i) consents to the proposed assignment, or (ii) does not consent to the proposed assignment. Landlord's failure to respond within such thirty day period shall not constitute Landlord's consent to the proposed assignment.

12.4 Defaults. No assignment or sublease shall be permitted if, at the effective date of such assignment or sublease, Tenant is in default under this Lease.

12.5 Additional Requirements for Subleases. In addition to the foregoing requirements, any sublease must contain the following provisions:

(a) the sublease shall be subject and subordinate to all of the terms and conditions of this Lease;

(b) at Landlord's option, in the event of cancellation or termination of this Lease for any reason or the surrender of this Lease, whether voluntarily, involuntarily, or by operation of law, prior to the expiration of such sublease, including extensions and renewals of such sublease, the subtenant shall make full and complete attornment to Landlord for the balance of the term of the sublease. The attornment shall be evidenced by an agreement in form and substance satisfactory to Landlord which the subtenant shall execute and deliver at any time within five (5) days after request by Landlord or its successors and assigns;

(c) the term of the sublease shall not extend beyond a date which is one day prior to the expiration date of the Term;

(d) no subtenant shall be permitted to further sublet all or any portion of the subleased space or to assign its sublease without Landlord's prior written consent; and

(e) the subtenant shall waive the provisions of any law now or subsequently in effect which may give the subtenant any right of election to terminate the sublease or to surrender possession of the space subleased in the event that any proceeding is brought by Landlord to terminate this Lease.

12.6 Deemed Assignments. Each of the following events shall be deemed to constitute an assignment of this Lease and each shall require the prior written consent of Landlord:

(a) any assignment or transfer of this Lease by operation of law;

(b) any hypothecation, pledge, or collateral assignment of this Lease;

(c) any involuntary assignment or transfer of this Lease in connection with bankruptcy, insolvency, receivership, or similar proceeding; or

(d) any assignment, transfer, disposition, sale or acquisition of a controlling interest in Tenant to or by any person, entity, or group of related persons or affiliated entities, whether in a single transaction or in a series of related or unrelated transactions.

12.7 Assumption Agreement. It is a further condition to the effectiveness of any assignment otherwise complying with this Article 12 that the assignee execute, acknowledge, and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee assumes all of the obligations of Tenant under this Lease and agrees that the provisions of this Article 12 shall continue to be binding upon it with respect to all future assignments and deemed assignments of this Lease.

12.8 No Release. No assignment of this Lease nor any sublease of all or any portion of the Leased Premises shall release or discharge Tenant from any liability, whether past, present, or future, under this Lease and Tenant shall continue to remain primarily liable under this Lease.

12.9 Permits and Approvals; Costs. Tenant shall be responsible for obtaining all permits and approvals required by any governmental or quasi-governmental agency in connection with any assignment of this Lease or any subletting of the Leased Premises, and Tenant shall deliver copies of these documents to Landlord prior to the commencement of any work, if work is to be done.

12.10 Failure to Consummate. If Landlord consents to any proposed assignment and Tenant fails to consummate the assignment to which Landlord consented within ninety (90) days after the giving of such consent, Tenant shall be required again to comply with all of the provisions and conditions of this Article 12 before assigning this Lease. If Tenant consummates the assignment to which Landlord consented within said ninety (90) day period, Tenant agrees that it shall deliver to Landlord a fully executed, duplicate original counterpart of the assignment agreement within ten (10) days of the date of execution of such item.

12.11 Landlord's Liability. Tenant agrees that under no circumstances shall Landlord be liable in damages or subject to liability by reason of Landlord's failure or refusal to grant its consent to any proposed assignment of this Lease or subletting of the Leased Premises. Nothing contained herein shall prevent Tenant from seeking equitable relief if Tenant believes that Landlord has unreasonably withheld its consent to a proposed assignment or subletting.

12.12 Indemnification. If Landlord withholds its consent to any proposed assignment, Tenant shall defend, indemnify, and hold Landlord harmless from and reimburse Landlord for all liability, damages, costs, fees, expenses, penalties, and charges (including, but not limited to, reasonable attorneys' fees and disbursements) arising out of any claims that may be made against Landlord by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment.

12.13 Bankruptcy.

(a) Notwithstanding anything to the contrary contained in this Lease, in the event that this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other consideration constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to or turned over to Landlord.

(b) If Tenant proposes to assign this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of such proposed assignment setting forth (i) the name and address of such person or entity, (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided by Tenant to assure such person's or entity's future performance under this Lease, including, without limitation, the assurance referred to in Section 365(b)(3) of the Bankruptcy Code, or any such successor or substitute legislation or rule thereto, shall be given to Landlord by Tenant no later than twenty (20) days after receipt by Tenant, but in any event no later than ten (10) days prior to the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person for the assignment of this Lease. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

ARTICLE 13

CASUALTY/CONDEMNATION

13.1 Awards. Tenant hereby assigns to Landlord any award or payment on account of any Taking that is payable to Tenant. Landlord shall have the right to participate fully in any proceedings or negotiations in connection with any Taking, and Tenant will pay all costs, fees and expenses incurred in connection with any Taking. All amounts paid pursuant to an agreement with a condemning authority in connection with any Taking shall be deemed to constitute an award on account of such Taking. Landlord and Tenant agree that this Lease shall control the rights of Landlord and Tenant in any such award, and any contrary provision of any present or future law is hereby waived.

13.2 Termination Rights.

(a) In the event of a permanent Taking of the whole of the Leased Premises, then the Term of this Lease shall cease and terminate as of the date when possession is taken by the condemning authority and all Base Rent and Additional Rent shall be paid up to that date.

(b) In the event of a permanent Taking of fifty percent (50%) or more of the Leased premises, then Tenant may at any time either prior to or within a period of sixty (60) days after the date when possession of such premises shall be acquired by the condemning authority, elect to terminate this Lease and all Base Rent and Additional Rent shall be paid up to the date of such termination.

(c) Tenant shall have no right to terminate this Lease, and Tenant's obligations hereunder (including, without limitation, its obligations to pay all Base Rent and Additional Rent without abatement) shall not be affected in any manner, in the event of any damage to or destruction of the Leased Premises. Except as expressly set forth in this Section 13.2, Tenant shall have no right to terminate this Lease, and Tenant's obligations hereunder (including, without limitation, its obligation to pay all Base Rent and Additional Rent without abatement) shall not be affected in any manner, in the event of any Taking.

13.3 Notice; Restoration. If any Casualty occurs to the Leased Premises or any proceedings or negotiations are instituted which do or may result in a Taking, Tenant shall promptly give notice thereof to Landlord, describing the nature and extent thereof. Except for Tenant's right to terminate the Lease on account of a Taking pursuant to Section 13.2, this Lease shall remain in full force and effect after any such Casualty or Taking, and, except to the extent that Landlord is required to repair and restore the Leased Premises, Tenant shall promptly commence and complete Restoration of the Leased Premises, regardless of the availability or sufficiency of any Net Award. In the case of a Taking for temporary use, Tenant shall not be required to effect Restoration until such Taking shall have terminated.

13.4 Distribution of Net Award.

(a) If there is no continuing Event of Default, Landlord shall pay or make reimbursement for the cost and expense of Restoration from and to the extent of the Net Award received by Landlord. Any such payments or reimbursements shall be made to Tenant, or as Tenant may direct, in an amount not more than the excess of the total amounts actually incurred in connection with such Restoration over the amounts previously paid or reimbursed. Such payments or reimbursements shall be made from time to time but not more than once in any period of thirty

(30) calendar days, upon receipt by Landlord of a request therefor, signed by the Chair, Vice Chair, Executive Director, Director of Operations, Treasurer and/or Secretary of Tenant, certifying in reasonable detail as to the satisfaction of the conditions for such payment or reimbursement and specifying the persons to whom such amounts are to be paid. After completion of Restoration, any balance of the Net Award remaining after all such payments and reimbursements shall belong to Landlord. If the cost of Restoration exceeds the amount of the Net Award, the deficiency shall be paid by Tenant. If no Restoration is required hereunder, the entire Net Award shall be payable to Landlord, except as expressly set forth in Section 13.4(b). If this Lease is terminated pursuant to Section 13.2, the entire Net Award shall be payable to Landlord.

(b) If there is no continuing Event of Default, any Net Award received by Landlord as compensation for a Taking of temporary use or occupancy during the Term of this Lease shall be paid over currently to Tenant, except that (i) any portion of such Net Award allocable to a period after the expiration or earlier termination of this Lease shall become the property of

Landlord and shall be paid to Landlord, and (ii) any portion of such Net Award which is received as the result of a Casualty shall be applied as provided in Section 13.4(a).

ARTICLE 14

COVENANT

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14.1 Financial Covenants.

(a) *Lease Payment Coverage Ratio.* Tenant covenants that Tenant shall maintain in each Fiscal Year a Lease Payment Coverage Ratio of at least 1.10, commencing with the first Fiscal Year after the Effective Date, subject to statutory, governmental, judicial and/or administrative limitations on the ability of Tenant to collect revenues.

(b) *Cash on Hand.* Tenant covenants that Tenant shall maintain a minimum in Days Cash on Hand ('DCOH') in unrestricted cash balance based on annual audited financial statement of 60 DCOH in Fiscal Year 2025 and beyond.

(c) If Tenant has not met the requirements of either of (a) or (b) above as of the end of any Fiscal Year, then Tenant shall cooperate with Landlord in retaining a Management Consultant as set forth in Section 6.11 of the Continuing Covenant Agreement. Tenant shall be deemed to be in compliance with paragraphs (a) and (b) hereof, so long as there has been compliance with this paragraph.

14.2 Additional Obligations Covenant. Tenant shall not enter into any additional payment obligations ("*Additional Obligations*") except with the written consent of Landlord. Tenant shall comply in all respects with the Continuing Covenant Agreement.

ARTICLE 15

EVENTS OF DEFAULT

15.1 Events of Default. Any of the following occurrences, conditions or acts shall constitute an "*Event of Default*" under this Lease:

(a) if Tenant shall fail to make any payment when due of any Base Rent, Additional Rent or other amount payable by Tenant hereunder within ten (10) days of the date such payment is due hereunder;

(b) if Tenant shall file a petition in bankruptcy pursuant to the Bankruptcy Code or under any similar federal or state law, or shall be adjudicated a bankrupt or become insolvent, or shall commit any act of bankruptcy as defined in any such law, or shall take any action in furtherance of any of the foregoing;

(c) if a petition or answer shall be filed proposing the adjudication of Tenant as a bankrupt pursuant to the Bankruptcy Code or any similar federal or state law, and (i) Tenant shall consent to the filing thereof, or (ii) such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof;

(d) if a receiver, trustee or liquidator (or other similar official) of Tenant or of all or substantially all of its business or assets or of the estate or interest of Tenant in the Leased Premises shall be appointed and shall not be discharged within thirty (30) days thereafter or if Tenant shall consent to or acquiesce in such appointment;

(e) if the estate or interest of Tenant in the Leased Premises shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within thirty (30) days after such levy or attachment;

(f) if Tenant fails to maintain the insurance required pursuant to Article 10, or Tenant fails to deliver to Landlord the insurance certificates required by Article 10 within the time periods set forth in Section 10.3;

(g) if Tenant fails to take all actions necessary to renew Tenant's Charter, and such failure is not cured within thirty (30) days after Landlord shall have given notice to Tenant of such default;

(h) if Tenant's Charter shall be revoked, denied renewal, or surrendered; or

(i) if Tenant shall default in the observance or performance of any other provision of this Lease and such default shall continue for thirty (30) days after Landlord shall have given notice to Tenant specifying such default and demanding that the same be cured (unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, in which case Tenant shall have such longer period as shall be necessary to cure the default, so long as Tenant promptly commences to cure the same within such thirty (30) day period, prosecutes the cure to completion with due diligence and promptly advises Landlord from time to time, on Landlord's request, of the actions which Tenant is taking and the progress being made).

ARTICLE 16

CONDITIONAL LIMITATIONS; REMEDIES

16.1 Conditional Limitations. This Lease and the Term and estate hereby granted are subject to the limitation that whenever an Event of Default shall have occurred and be continuing, Landlord shall have the right, at its election, then or thereafter while any such Event of Default shall continue and notwithstanding the fact that Landlord may have some other remedy hereunder or at law or in equity, to give Tenant written notice of Landlord's intention to terminate this Lease on a date specified in such notice, which date shall be not less than five (5) days after the giving of such notice, and upon the date so specified, this Lease and the estate hereby granted shall expire and terminate with the same force and effect as if the date specified in such notice were the date hereinbefore fixed for the expiration of this Lease, and all right of Tenant hereunder shall expire and terminate, and Tenant shall be liable as hereinafter provided in this Article 16. If any such notice is given, Landlord shall have, on such date so specified, the right of re-entry and possession of the Leased Premises and the right to remove all persons and property therefrom and to store such property in a warehouse or elsewhere at the risk and expense, and for the account, of Tenant. Should Landlord elect to re-enter as herein provided or should Landlord take possession pursuant

to legal proceedings or pursuant to any notice provided for by law, Landlord may from time to time re-let the Leased Premises or any part thereof for such term or terms and at such rental or rentals and upon such terms and conditions as Landlord may deem advisable, with the right to make commercially reasonable alterations in and repairs to the Leased Premises.

16.2 Remedies. In the event of any termination of this Lease as provided in this Article 16 or as required or permitted by law, Tenant shall forthwith quit and surrender the Leased Premises to Landlord, and Landlord may, without further notice, enter upon, re-enter, possess and repossess the same by summary proceedings, ejectment or otherwise, and again have, repossess and enjoy the same as if this Lease had not been made, and in any such event neither Tenant nor any person claiming through or under Tenant by virtue of any law or an order of any court shall be entitled to possession or to remain in possession of the Leased Premises but shall forthwith quit and surrender the Leased Premises. Landlord, at its option, notwithstanding any other provision of this Lease, shall be entitled to recover from Tenant, as and for liquidated damages, the sum of:

(a) all Base Rent, Additional Rent and other amounts payable by Tenant hereunder then due or accrued and unpaid, subject to the limitation set forth in Section 3.1 herein, and

(b) all other damages and expenses (including attorneys' fees and expenses), if any, which Landlord shall have sustained by reason of the breach of any provision of this Lease.

16.3 Certain Limitations. Nothing contained in this Lease shall be construed as limiting or precluding the recovery by Landlord from Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant; provided, however, that, if and to the extent required by Applicable Laws, notwithstanding anything to the contrary set forth in this Lease, in the event of a default by Tenant, (a) Landlord shall not be entitled to consequential or punitive damages, (b) Tenant's obligation to pay rent shall not be accelerated to the extent such acceleration is prohibited by Applicable Laws regarding charter schools in Oklahoma, (c) Landlord shall not be entitled to attach any grants or tuition payments payable to Tenant or any revenues generated in connection with any schools operated by Tenant, (d) Tenant shall not be obligated to guaranty any obligations of any third party taking occupancy of the Leased Premises as a result of Landlord's exercise of its reletting rights hereunder in excess of the Base Rent and Additional Rent set forth herein, and

(e) Tenant shall have no obligation for Base Rent and Additional Rent attributable to the period following any denial, revocation, non-renewal or surrender of Tenant's Charter; provided Tenant shall immediately vacate the Premises in accordance with the provisions of this Article 16.

16.4 No Limitation on Remedies in Bankruptcy. Nothing herein contained shall limit or prejudice the right of Landlord, in any bankruptcy or insolvency proceeding, to prove for and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any bankruptcy or insolvency proceedings, or to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law whether such amount shall be greater or less than the excess referred to above.

16.5 No Waiver of Indemnification. Nothing in this Article 16 shall be deemed to affect the right of Landlord to indemnification pursuant to this Lease.

16.6 Surrender. If Landlord terminates this Lease upon the occurrence of an Event of Default, Tenant will quit and surrender the Leased Premises to Landlord or its agents, and Landlord may without further notice enter upon, re-enter and repossess the Leased Premises by summary proceedings, ejectment or otherwise. The words “enter,” “re-enter,” and “reentry” are not restricted to their technical legal meanings.

16.7 Costs and Expenses. If either party shall be in default in the observance or performance of any provision of this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that such party was in default, the party in default shall pay to the other all fees, costs and other expenses which may become payable as a result thereof or in connection therewith, including reasonable attorneys’ fees and expenses.

16.8 Additional Rights. If Tenant shall default in the keeping, observance or performance of any covenant, agreement, term, provision or condition herein contained, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant. Tenant shall pay to Landlord, within ten (10) days after demand and as Additional Rent, all reasonable costs and expenses incurred by Landlord in connection with any such performance by it for the account of Tenant and also all costs and expenses, including attorneys’ fees and disbursements incurred by Landlord in any action or proceeding (including any summary dispossession proceeding) brought by Landlord to enforce any obligation of Tenant under this Lease and/or right of Landlord in or to the Leased Premises.

16.9 Non-Exclusive Remedies of Landlord. Except as otherwise provided in this Article 16, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or now or hereafter existing. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressly so made in writing. Landlord shall be entitled, to the extent permitted by law, to seek injunctive relief in case of the violation, or attempted or threatened violation, of any provision of this Lease, or to seek a decree compelling observance or performance of any provision of this Lease, or to seek any other legal or equitable remedy.

ARTICLE 17

SUBORDINATION

17.1 Subordination. This Lease and the Term and estate hereby granted are and shall be subject and subordinate to the lien of each Mortgage which may now or at any time hereafter affect all or any portion of the Leased Premises or Landlord’s interest in the Leased Premises and to any underlying lease which may now or at any time hereafter affect all or any portion of the Leased Premises (any such Mortgage or underlying lease is hereafter referred to as an “***Underlying Encumbrance***”). The foregoing provisions for the subordination of this Lease and the Term and estate hereby granted to an Underlying Encumbrance shall be self-operative and no further instrument shall be required to effect any such subordination; provided, however, at any time and from time to time, upon not less than ten (10) days prior notice by Landlord, Tenant shall execute, acknowledge and deliver to Landlord any and all reasonable instruments that may be necessary or proper to effect such subordination or to confirm or evidence the same.

17.2 Effect of Transfers; Attornment.

(a) If all or any portion of Landlord's estate in the Leased Premises shall be sold or conveyed to any person, firm or corporation (each a "***Transferee***") upon the exercise of any remedy provided for in any Underlying Encumbrance or by law or equity, at the Transferee's option, Tenant shall be bound to the Transferee under all the terms, covenants and conditions of this Lease, except as provided in subparagraph (b), for the balance of the term thereof remaining, with the same force and effect as if the Transferee were Landlord. Upon request of the Transferee, Tenant hereby agrees in such event to (i) recognize the Transferee and its successors and assigns as Landlord under this Lease and shall attorn to and accept the Transferee as its landlord under this Lease, (ii) affirm its obligations under this Lease, and (iii) make payments of all sums thereafter becoming due under this Lease to the Transferee. Said attornment, affirmation and agreement is to be effective and self-operative without the execution of any further instruments upon the Transferee succeeding to the interests of Landlord under this Lease.

(b) If all or any portion of Landlord's estate in the Leased Premises shall be sold or conveyed to a Transferee, such Transferee (i) shall not be liable for any act or omission of Landlord under this Lease occurring prior to such sale or conveyance, (ii) shall not be subject to any offset, defense or counterclaim accruing prior to such sale or conveyance, except to the extent that any Transferee shall seek to enforce an obligation to pay rent which accrued prior to such sale or conveyance, (iii) shall not be bound by any payment prior to such sale or conveyance of Base Rent, Additional Rent or other payments for more than one month in advance (except prepayments in the nature of security for the performance by Tenant of its obligations hereunder), and (iv) shall be liable for the keeping, observance and performance of the other covenants, agreements, terms, provisions and conditions to be kept, observed and performed by Landlord under this Lease only during the period such person, firm or corporation shall hold such interest.

17.3 Rights of Holders of Underlying Encumbrance. In the event of an act or omission by Landlord which would give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until it has given written notice of such act or omission to the holder of any Underlying Encumbrance whose name and address shall previously have been furnished to Tenant in writing, by sending such notice of such act, omission or damage addressed to such holder at said address or if such holder hereafter furnishes another address to Tenant in writing at the last address of such holder so furnished to Tenant, and, unless otherwise provided herein, until a reasonable period for remedying such act, omission or damage shall have elapsed following such giving of such notice, provided any such holder, with reasonable diligence, shall, following the giving of such notice, have commenced and continued to remedy such act, omission or damage or to cause the same to be remedied.

17.4 Modifications. If, in connection with obtaining financing for the Leased Premises or refinancing any Mortgage encumbering the Leased Premises, the prospective lender requests reasonable modifications to this Lease as a condition precedent to such financing or refinancing, then Tenant hereby covenants and agrees not to unreasonably withhold, delay or condition its consent to such modifications, provided such modifications do not increase the Base Rent or Additional Rent, do not reduce the length of the Term, do not materially and adversely affect the leasehold interest created by this Lease and do not materially and adversely affect the manner in which Tenant's operations are conducted at the Leased Premises.

ARTICLE 18

REMOVAL OF PERSONAL PROPERTY

18.1 Removal. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in the same condition as is required to be maintained under Article 5 of this Lease with the building situated on the Leased Premises being broom clean. Any personal property which shall remain in any part of the Leased Premises after the expiration or earlier termination of this Lease shall be deemed to have been abandoned, and either may be retained by Landlord as its property, or may be disposed of in such manner as Landlord may see fit, at Tenant's expense; provided, however, that, notwithstanding the foregoing, Tenant will, upon request of Landlord made not later than ten (10) days after the expiration or earlier termination of this Lease, promptly remove from the Leased Premises any such personal property, at Tenant's expense.

18.2 Holding Over. If Tenant holds over possession of the Leased Premises beyond the expiration or earlier termination of this Lease, such holding over shall not be deemed to extend the Term or renew this Lease but such holding over shall be deemed a month-to-month tenancy and shall continue upon the terms, covenants and conditions of this Lease except as to the duration of the Term, and except that Tenant agrees that the charge for use and occupancy of the Leased Premises for each calendar month or portion thereof that Tenant holds over (even if such part shall be one day) shall be a liquidated sum equal to one-twelfth ($1/12^{\text{th}}$) of (a) one hundred twenty-five percent (125%) of the Base Rent and (b) one hundred percent (100%) of the Additional Rent required to be paid by Tenant during the calendar year preceding the termination date. The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Leased Premises will be extremely substantial, will exceed the amount of the monthly Base Rent and Additional Rent payable hereunder and will be impossible to accurately measure. If the Leased Premises are not surrendered upon the expiration of this Lease, Tenant shall indemnify, defend and hold harmless Landlord against any and all losses and liabilities resulting therefrom. Nothing contained in this Lease shall be construed as a consent by Landlord to the occupancy or possession by Tenant of the Leased Premises beyond the termination date, and Landlord, upon said termination date, shall be entitled to the benefit of all legal remedies that now may be in force or may be hereafter enacted relating to the immediate repossession of the Leased Premises. The provisions of this Article 18 shall survive the expiration or sooner termination of this Lease.

ARTICLE 19

MISCELLANEOUS

19.1 Brokers. Each party represents to the other that it has not dealt with any real estate broker or sales representative in connection with this transaction. Each party agrees to indemnify and hold harmless the other from and against any threatened or asserted claims, liabilities, losses or judgments (including reasonable attorneys' fees and disbursements) by any broker or sales representative claiming to have dealt with it in connection with this transaction. The provisions of this Section 19.1 shall survive the expiration or sooner termination of this Lease.

19.2 Notices. Any report, demand, notice or other communication required or permitted to be given hereunder shall be in writing, and shall be delivered personally, by recognized overnight national courier (such as Federal Express) for next business day delivery, or shall be sent by certified or registered mail, return receipt requested, first-class postage prepaid to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other):

To Landlord:

THA Facilities, LLC
1421 S. Sheridan Road
Tulsa, OK 74112
Attn: Executive Director

To Tenant:

Tulsa Honor Academy,
Inc. 1515 S. 71st E Ave
Tulsa, OK 74112
Attn: Executive Director

Any notice delivered to a party's designated address by (a) personal delivery, (b) recognized overnight national courier service, or (c) registered or certified mail, return receipt requested, shall be deemed to have been received by such party at the time the notice is delivered to such party's designated address. Confirmation by the courier delivering any notice given pursuant to this Section 19.2 shall be conclusive evidence of receipt of such notice. Each party hereby agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, receipt of the same upon request by any other party and that any notice rejected or refused by it shall be deemed for all purposes of this Lease to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. Any notice given by an attorney or a party shall be effective for all purposes.

19.3 Nature of Landlord's Obligations. Anything in the Lease to the contrary notwithstanding, no recourse or relief shall be had under any rule of law, statute or constitution or by any enforcement of any assessments or penalties, or otherwise or based on or in respect of this Lease (whether by breach of any obligation, monetary or non-monetary) against Landlord or any member, partner, joint venturer, shareholder or other person or entity having an ownership interest in Landlord, it being expressly understood that all obligations of Landlord under or relating to this Lease are solely obligations payable out of the Leased Premises and are compensable solely therefrom. It is expressly understood that all such liability is and is being expressly waived and released as a condition of and as a condition for the execution of this Lease, and Tenant expressly waives and releases all such liability as a condition of, and as a consideration for, the execution of this Lease by Landlord. Tenant shall look solely to Landlord's equity in the Leased Premises to satisfy any liability of Landlord hereunder.

19.4 Right of Entry. Tenant shall permit Landlord, its agents, servants, employees and contractors, any prospective purchaser, and any present or prospective mortgagee and their representatives, upon twenty four (24) hours advance notice, to enter the Leased Premises from time to time upon reasonable advance notice to Tenant, and during the last eighteen (18) months of the Term shall permit Landlord to show the Leased Premises to prospective tenants, in each case, accompanied by a representative of Tenant, subject to Tenant's school safety and security protocols.

19.5 Accord and Satisfaction. The receipt by Landlord of any installment of Base Rent or of any Additional Rent with knowledge of a default by Tenant under the terms and conditions of this Lease shall not be deemed a waiver of such default. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

19.6 Modifications; Amendments; Waivers. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective unless in writing and signed by the party against whom enforcement thereof is sought. No waiver by either party of any obligations hereunder shall be deemed to constitute a waiver of the future performance of such obligation.

19.7 Severability. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

19.8 Successors and Assigns. Subject to the terms of Article 12 hereof, this Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

19.9 Quiet Enjoyment. Upon due performance of the covenants and agreements to be performed by Tenant under this Lease, Landlord covenants that Tenant shall and may at all times peaceably and quietly have, hold and enjoy the Leased Premises during the Term without molestation or hindrance by Landlord or any party claiming through Landlord.

19.10 Owner for Time Being. The term "Landlord", as used in this Lease, shall mean only the owner of the title to the Leased Premises as of the date in question. Upon the sale, transfer or other conveyance by Landlord of the Leased Premises, Landlord shall be released from any and all liability under this Lease arising after the date of such sale, transfer or other conveyance.

19.11 Interpretation. The table of contents and the article and section headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

19.12 Counterparts. This Lease may be simultaneously executed in several counterparts, each of which when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and

the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lender (and, for the avoidance of doubt, electronic signatures utilizing the DocuSign platform shall be deemed approved), or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

19.13 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Oklahoma.

19.14 No Acceptance of Surrender. No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Leased Premises. No agreement to accept such surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or Landlord's agents shall have any authority to accept the keys to the Leased Premises prior to the termination date and the delivery of keys to any employee of Landlord or Landlord's agents shall not operate as an acceptance of a termination of this Lease or an acceptance of a surrender of the Leased Premises.

19.15 No Offer. The submission of this Lease to Tenant for examination does not constitute an offer to lease the Leased Premises on the terms set forth herein, and this Lease shall become effective as a lease agreement only upon the execution and delivery of the Lease by Landlord and Tenant.

19.16 Reporting Requirements. Tenant shall provide to Landlord:

(a) No later than 180 days after the end of Tenant's Fiscal Year, audited financial statements, showing balance sheets as of the end of such Fiscal Year, audited income and expense statements and statements of cash flow for such year, in reasonable detail, certified by independent accountants of recognized national standing and prepared in accordance with Acceptable Accounting Practices.

(b) Such other certifications or information as may be required to be delivered to the Lender under the Continuing Covenant Agreement.

19.17. Compliance with Charter School Act. This Lease shall comply with and is hereby made consistent with the Oklahoma Charter School Act (Sections 3-130 *et seq.* of Title 70 of the Oklahoma Statutes Annotated), as amended (the "**Charter School Act**") and all regulations thereunder. If any provisions of this Lease conflicts with the Charter School Act, such provisions shall be deemed deleted and the remainder of the Lease shall be in full force and effect.

ARTICLE 20

CONDITIONS TO EXECUTION OF LEASE

20.1 Deliveries to Landlord. In connection with the execution of this Lease, Tenant shall deliver to Landlord, (i) a certificate of good standing or its equivalent for Tenant issued by the governmental authority with jurisdiction over the existence of Tenant within sixty (60) days prior to the Effective Date, and (ii) a certificate of the Executive Director or Secretary of Tenant as to its certificate of incorporation, incumbency of authorized signatories, shareholders' agreement, and resolutions of its shareholders authorizing the execution and delivery of this Lease.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

Landlord:

THA FACILITIES, LLC, an Oklahoma limited liability company

By: Tulsa Honor Academy, Inc., its Sole Member

By: _____

Name: **Anna Montgomery**

Title: Board Chair of Tulsa Honor Academy, Inc.

Tenant:

TULSA HONOR ACADEMY, INC., an Oklahoma not-for-profit corporation

By: _____

Name: Elsie Urueta

Title: Executive Director

SCHEDULE 3.1

BASE RENT

The Base Rent shall be payable during the Term, commencing on the Rent Commencement Date as follows:

The Base Rent shall be equal on a monthly and annual basis to 100% of the monthly and annual debt service payments, including all fees, charges, costs and expenses required by Landlord to service its debt under a Loan Agreement that will be established between Landlord, as borrower, and Lender. At loan closing an amendment to this Agreement will be established between Landlord and Tenant in order to recognize the financing and resulting Base Rent, and the Agreement may, as required, be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time.

Rent shall be payable to Landlord as directed in writing by Landlord.

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All that part of the E/2 NE/4 SW/4 of Section 11, Township 19 North, Range 13 East of the Indian Base Meridian, in Tulsa County, State of Oklahoma, particularly described as follows, to wit:

Beginning at the Northeast corner of said E/2 NE/4 SW/4; thence North $89^{\circ}58'48''$ West along the North boundary of said E/2 NE/4 SW/4 a distance of 555.00 feet; thence South $0^{\circ}09'38''$ West a distance of 356 feet; thence to the left on a curve of radius 920.00 feet at a distance of 229.01 feet; thence South $14^{\circ}06'06''$ East a distance of 126.46 feet; thence to the right on a curve of radius 200.00 feet a distance of 48.20 feet; thence due East a distance of 489.34 feet to a point in the East boundary of E/2 NE/4 SW/4; said point also being in the West boundary of Moeller Heights, an Addition in Tulsa County, Oklahoma, according the official recorded plat thereof; thence 752.95 feet to the Point of Beginning.

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Coversheet

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

Section:	VI. Action Agenda
Item:	B. New & Modified General Fund, Gift Fund, and Insurance Fund
Encumbrances	
Purpose:	Vote
Submitted by:	
Related Material:	Modified POs - Activity Fund - Sept 2025.pdf Modified POs - General Fund - Sept 2025.pdf PO Board Report - Sept. 16, 2025.pdf New POs - Activity Fund - Sept 2025.pdf New POs - Gift Fund - Sept 2025.pdf New POs - Building Fund - Sept 2025.pdf New POs - General Fund - Sept 2025.pdf New POs - Lease Fund - Sept 2025.pdf

Tulsa Honor Academy
Change Order Listing

Options: Fund(s): SCHOOL ACTIVITY FUND, Year: 2025-2026, ReferenceDate: Prior To Begin Date, Date Range: 8/20/2025 - 9/15/2025, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
5	07/11/2025	1732	Oklahoma Assoc. of Student Councils	HS StuCo Membership Fee	25.00
Non-Payroll Total:					\$25.00
Payroll Total:					\$0.00
Report Total:					\$25.00

Tulsa Honor Academy
Change Order Listing

Options: Fund(s): General Fund, Year: 2025-2026, ReferenceDate: Prior To Begin Date, Date Range: 8/20/2025 - 9/15/2025,
Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
25	07/01/2025	1318	H&E Landscape LLC	Monthly Grounds Service	13,750.00
				Non-Payroll Total:	\$13,750.00
				Payroll Total:	\$707,208.77
				Report Total:	\$720,958.77

PO Board Report | Sept. 16, 2025

PO Number	Vendor	Amount	Description
Fund 21 - PO 7	Level Field Partners	\$98,000.00	Facility procurement and renovation consulting fees, moved from General Fund to Building Fund

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Tulsa Honor Academy
Purchase Order Register

Options: Year: 2025-2026, Fund(s): SCHOOL ACTIVITY FUND, Date Range: 8/19/2025 - 9/15/2025

PO No	Date	Vendor No	Vendor	Description	Amount
9	08/21/2025	1871	Ignite 2 Unite, LLC	Keynote Speaker	2,775.00
10	08/22/2025	1873	Rookly, Inc	HS Chess Club Platform	350.00
11	08/22/2025	1870	Epic Sports Inc	Athletic Equipment	153.33
12	09/11/2025	1882	Gregory A. Tucker	Volleyball Ref	0.00
13	09/15/2025	1881	Galaxy Jumpers	Kermes Activities	632.50
Non-Payroll Total:					\$3,910.83
Payroll Total:					\$0.00
Report Total:					\$3,910.83

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Tulsa Honor Academy

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Purchase Order Register**Options:** Year: 2025-2026, Fund(s): GIFT FUND, Date Range: 8/19/2025 - 9/15/2025

PO No	Date	Vendor No	Vendor	Description	Amount
7	08/22/2025	956	University of Oklahoma	Scholarship Payments	7,872.00
8	08/22/2025	1349	Oklahoma State University	Scholarship Payments	7,872.00
9	08/22/2025	1385	University of Tulsa	Scholarship Payments	20,186.00
10	08/22/2025	970	University of Central Oklahoma	Scholarship Payments	3,350.00
11	08/22/2025	1743	Oral Roberts University	Scholarship Payments	3,486.00
12	08/22/2025	1874	Ezri Diaz	Scholarship Payment	3,100.00
13	09/11/2025	1883	Neybeth Perez	Scholarship payment	3,550.00

Non-Payroll Total: \$49,416.00**Payroll Total:** \$0.00**Report Total:** \$49,416.00

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Tulsa Honor Academy

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Purchase Order Register**Options:** Year: 2025-2026, Fund(s): BUILDING FUND, Date Range: 8/19/2025 - 9/15/2025

PO No	Date	Vendor No	Vendor	Description	Amount
5	08/26/2025	1311	THA Facilities, LLC	GPRS - Utility Detection Survey	4,400.00
6	08/26/2025	1311	THA Facilities, LLC	Atlas Land Office	4,000.00
7	08/26/2025	1311	THA Facilities, LLC	LF Partners consultation for facility acquisition	98,000.00
8	08/28/2025	1311	THA Facilities, LLC	Link Group Consulting	11,000.00
Non-Payroll Total:					\$117,400.00
Payroll Total:					\$0.00
Report Total:					\$117,400.00

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Tulsa Honor Academy

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Purchase Order Register**Options:** Year: 2025-2026, Fund(s): General Fund, Date Range: 8/19/2025 - 9/15/2025

PO No	Date	Vendor No	Vendor	Description	Amount
151	08/19/2025	1532	Tape & Media Com LLC	INK for ID Printer	353.03
152	08/22/2025	1126	NSU Bursar Services	Advanced Placement Institute Fees	50.00
153	08/25/2025	1512	CHARLENE RAE JOHNSON	Reimbursement for mileage	299.20
154	08/26/2025	1288	Perla A Alvarado	Reimbursement for mileage	178.30
155	09/02/2025	1684	Wells Coach. & Consult. Svs	CEO & Acting CEO Coaching	27,000.00
156	09/02/2025	1876	Bruce W Weeks	Maintenance for Sheridan ovens	418.00
157	09/03/2025	875	Madison R Curley	Reimbursement for PD costs	22.00
158	09/03/2025	771	Kathryn M Freudenheim	Reimbursement for PD	162.70
159	09/03/2025	1678	ALISON MOORE	Reimbursement for PD costs	22.00
160	09/03/2025	1877	Whitefield Public Schools	Reimbursement EGID payment	12.96
161	09/08/2025	1879	Oklahoma State Regents	Oklahoma Future Teacher Scholarship	4,000.00
162	09/08/2025	1320	Samantha Anne Markley	Reimbursement for PD Costs	105.00
163	09/09/2025	1027	Premier Press and Graphics	THA Core Value Posters	442.00
164	09/10/2025	1765	Bellwether Education Partners, Inc	Accelerator Chief Professional Development Program	10,000.00
Non-Payroll Total:					\$43,065.19
Payroll Total:					\$20,231.73
Report Total:					\$63,296.92

Tulsa Honor Academy
Purchase Order Register

Options: Year: 2025-2026, Fund(s): LEASE FUND, Date Range: 8/19/2025 - 9/15/2025

PO No	Date	Vendor No	Vendor	Description	Amount
9	08/28/2025	1880	DELUXE	CHECKS FOR FACILITES ACCOUNT	374.46
				Non-Payroll Total:	\$374.46
				Payroll Total:	\$0.00
				Report Total:	\$374.46