



Tulsa Honor Academy

June 2026 Board Meeting

Date and Time

Tuesday June 16, 2026 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. Approval of Consent Agenda: Items B-U	Vote	Anna Montgomery	1 m
B. Approval of May 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.	Approval of Routine Staffing	Vote	
	Routine personnel actions implement the various talent strategies and priorities authorized by THA's Board of Directors. All salaries are listed as the prorated total based on start date.		
D.	Approval of May Financial Report		
	This report represents our finances for the month of May 2026 as prepared by Oklahoma Consulting & Accounting Services, LLC.		
E.	Approval of April Financial Report		
	This report represents our finances for the month of April 2026 as prepared by Oklahoma Consulting & Accounting Services, LLC.		
F.	Approval of Quote with CodeCombat		
	This quote includes access to THA High School's Computer Science curriculum license.		
G.	Approval of FY27 Agreement with Overgrad Inc.		
	This agreement includes access to THA's platform for sending out college documentation and tracking, alumni tracking, and alumni communication for the 2026-2027 school year.		
H.	Approval of Proposal from H2I Group Inc.		
	This proposal includes annual athletic equipment servicing for THA High School.		
I.	Approval of FY27 Contract FundEd Strategies		
	The FundEd Fellowship is a 12-month, embedded talent development partnership designed to help charter schools and education nonprofits train and retain high-potential fundraising professionals. The program provides structured curriculum, 1-on-1 coaching from fundraising professionals, peer cohort learning, tools, and ongoing support from FundEd's national team of THA's Director of Development.		
J.	Approval of FY27 Agreement with American Air		

	Purpose	Presenter	Time
	This agreement includes preventative maintenance services for the Lakewood campus HVAC units.		
K.	Approval of FY27 Agreement with Strawbridge		
	This agreement includes Scholar Portrait services for THA FMS, THA MS, and THA HS. There is no cost to the school for the services.		
L.	Approval of FY27 OSSBA Membership Renewal		
	This OSSBA Membership Renewal includes access to resources for board training, legal guidance, and legislative advocacy.		
M.	Approval of FY27 Quote with Bluum USA Inc		
	This quote includes access to GoGuardian, THA's device management platform for THA MS, THA FMS, and THA HS.		
N.	Approval of Contract with Greenhouse E3		
	This contract includes executive coaching and support for the Chief Executive Officer.		
O.	Approval of FY27 USDA Foods in School Program Agreement		
	Application and Agreement for United States Department of Agriculture Foods in School Program allows for THA's participation in the Commodities Program as a part of the Child Nutrition Program.		
P.	Approval of FY27 PSAT and ACT Program Agreements		
	These agreements include access to administer the Pre-SAT, PreACT 8/9, PreACT, and ACT as a part of THA's College Readiness program.		
Q.	Approval of Contract with Renaissance for STAR Reading Assessment		
	This contract includes access to the STAR reading assessments which will be used to benchmark Tier 3 & Tier 2 reading intervention progress.		
R.	Approval of Contract with Main Event		
	This contract is for our alumni summer celebration. This is an event for alumni to gather and have the opportunity to check in with the college readiness team and staff. This gives an additional check point for our alumni in a low pressure way that promotes community.		

	Purpose	Presenter	Time
S.	Approval of FY27 Contract with NWEA		
	This renewal quote includes access to THA's growth and achievement assessment for Math, Reading, Science, and Language usage for middle school and special education high school scholars.		
T.	Approval of FY27 Contract with Hefley's Hard Knocks Training		
	This contract grants access to the above vendor to operate a training program provided to the public using the THA Weightroom.		
U.	Approval of Employee Criminal Reporting Policy		
	Annually, THA reviews and updates board policies.		
III.	Information Agenda I		5:03 PM
A.	Charter Performance Framework 2024-2025 Annual Report	Discuss	Elsie Urueta Pollock 10 m
B.	Facility Update	Discuss	Alison Moore 10 m
IV.	Action Agenda I		5:23 PM
A.	Consideration and possible action to convene into executive session pursuant to Title 25, Section 307 (B) (3) to discuss the purchase or appraisal of real property: (1) 209 S. Lakewood Ave. Tulsa, OK 74112 and (2) 1515 S 71st E Ave, Tulsa, OK 74112	Vote	Elsie Urueta Pollock 10 m
B.	Consideration and possible action to return to open session.	Vote	Elsie Urueta Pollock 1 m
C.	Reading of the executive session minute.	FYI	Madison Dominguez 1 m
V.	Information Agenda II		5:35 PM
A.	June CEO Report	Discuss	Elsie Urueta Pollock 15 m
B.	THA Board Committee Reports	Discuss	Elsie Urueta Pollock 10 m

	Purpose	Presenter	Time
• Executive Committee • Governance Committee • Academic Achievement Committee • Finance Committee • Development Committee			
C. May Activity Fund Report	Discuss	Elsie Urueta Pollock	3 m
D. April Activity Fund Report	Discuss	Elsie Urueta Pollock	3 m
E. Review Prospective Board Member: Justin Munn	Discuss	Elsie Urueta Pollock	5 m
VI. Action Agenda II			6:11 PM
A. Approval of Contract with 7-Gen Legacy Group This contract includes 10 months of executive coaching and support for the Chief of Staff.	Vote	Elsie Urueta Pollock	3 m
B. Approval of FY27 Contract with Wired Technology Partners This contract includes all managed informational technologies services for THA MS, THA FMS, THA HS, and the network team for the 2026-2027 school year.	Vote	Alison Moore	3 m
C. Approval of FY27 Contract with 3M Psychometric Services This contract includes Special Education related psychometry services for initial and renewal scholar evaluations for the 2026-2027 school year.	Vote	Kate Freudenheim	3 m
D. 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 construction contract with MTC Tulsa LLC for the THA Elementary facility project This contract includes construction management of the THA Elementary facility project located at 1515 S 71st E Ave.	Vote	Alison Moore	5 m
E. Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers	Vote	Alison Moore	3 m

	Purpose	Presenter	Time
	the approval of THA Facilities, LLC to enter into an amended loan agreement with Equitable School Revolving Fund LLC for the THA Sheridan Campus loan This amends the loan agreement for the THA Sheridan Campus located at 1421 S. Sheridan Rd. In the Amendment, the language is changed from "includes the proposed Additional Indebtedness..." to "prior to the issuance of the Additional Indebtedness..." The amended language also provides more clarity around the fiscal years in which the tests are meant to occur.		
F.	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 accept a proposal from Oklahoma Paving Solutions for the repaid and maintenance of the THA Sheridan parking lot. This proposal includes necessary maintenance and repair of the scholar parking lot at the Sheridan campus (1421 S. Sheridan Rd).	Vote Alison Moore	3 m
G.	Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a lease with Tulsa Facilities LLC for the THA Middle School campus This lease and compliance agreement includes continued access to the THA Middle School campus located at 209 S. Lakewood Ave. The board will approve the lease with recommended updates from THA's legal counsel, as reviewed and approved by the Board Chair.	Vote Alison Moore	3 m
H.	Approval of the 2026-2027 Food Service Management RFP for Opaa! Food Management, Inc. As required by the child nutrition program, THA has engaged in the RFP process for our Food Service Management Company for the 2026-2027 school year for THA MS, THA FMS, and THA HS. Through the required process, the committee has selected Opaa! Food Management, Inc.	Vote Alison Moore	5 m

	Purpose	Presenter	Time
I.	Approval of Updated Salary Scale	Vote	Madison Dominguez
	THA is providing a pay increase for teachers and support staff in the 2026-2027 school year.		
J.	Approval of FY27 Contract with Speakable Technologies Inc.	Vote	Kate Freudenheim
	This quote includes access to THA's language production assessment tool, for ELD and secondarily ELA that is used for Language Proficiency Benchmarking at THA MS, THA FMS, and THA HS.		
K.	Approval of transfer of \$319,939.22 past Redbud funding from the General Fund to the Building Fund	Vote	Alison Moore
	These Redbud funds were originally deposited into the general fund prior to the building fund being created. Transferring the funds will move them into a fund that is not subject to fund balance penalties and will ensure the funds are used for allowable expenses.		
L.	Approval of Updates to THA's Insurance Coverage Policies in accordance with the requirements outlined in the lease with Tulsa Facilities LLC for the THA Middle School campus	Vote	Alison Moore
	These updates will include the following: - GENERAL LIABILITY (COVERAGE INCREASE): Up to an additional \$2000.00 - PROPERTY INSURANCE (REMOVE VACANCY PREMIUM FOR 15TH CAMPUS): Decrease of estimated 25% - BUILDER'S RISK (FOR 15TH CAMPUS): Up to an additional \$40,000.00 - PERSONAL PROPERTY (FOR LAKEWOOD CAMPUS): additional 1% of insured property The board will approve the insurance policies outlined above with recommended updates from THA's established insurance broker, as reviewed and approved by the Board Chair.		
M.	Approval of Slate of Officers for THA Board of Directors	Vote	Elsie Urueta Pollock
	As needed, THA's board votes to approve new officers.		

	Purpose	Presenter	Time
N. Approval of New & Modified General Fund, Gift Fund, and Building 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			7:03 PM
A. New Business			5 m
VIII. Closing Items			7:08 PM
A. Adjourn Meeting	Vote	Anna Montgomery	1 m

Coversheet

Approval of May Meeting Minutes

Section:	II. Consent Agenda
Item:	B. Approval of May Meeting Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for May 2026 Board Meeting on May 5, 2026

DRAFT



Tulsa Honor Academy

Minutes

May 2026 Board Meeting

Date and Time

Tuesday May 5, 2026 at 4:00 PM

Location

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

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

Directors Present

Ana Ponce, Anna Montgomery, Eric Danklefsen, Ivan Godinez-Reyes, Jimmy Rodriguez

Directors Absent

Lorena Rivas, Mikeal Vaughn, Samantha Aponte-Atkins

Guests Present

Alison Moore, Elsie Urueta Pollock, Kate Freudenheim, Madison Dominguez, Omayra Rivera

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 May 5, 2026 at 4:04 PM.

II. Consent Agenda

A. Approval of Consent Agenda: Items B-W

Jimmy Rodriguez made a motion to approve consent agenda items B-W.

Ivan Godinez-Reyes seconded the motion.

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

B. Approval of April Meeting Minutes

Jimmy Rodriguez made a motion to approve the minutes from April 2026 Board Meeting on 04-21-26.

Ivan Godinez-Reyes seconded the motion.

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

C. Approval of Routine Staffing

Jimmy Rodriguez made a motion to approve routine staffing.

Ivan Godinez-Reyes seconded the motion.

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

D. Open Transfer Numbers

Jimmy Rodriguez made a motion to approve open transfer numbers.

Ivan Godinez-Reyes seconded the motion.

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

E. Approval of Memorandum of Understanding for Youth Medical Mentorship

F. Approval of Data Share Agreement with NWEA

G. Approval of FY27 Contract with Jenkins & Kemper, CPAs, P.C.

H. Approval of FY27 Contract with Level Data

I. Approval of FY27 Contract with Barlow Education Management Services

J. Approval of FY27 Contract with Renaissance

K. Approval of FY27 Contract with Hickman Law Group

L. Approval of FY27 Memorandum of Understanding with Amplify, Inc.

M. Approval of FY27 Contract with Bledsoe, Hewett, & Gullekson

N. Approval of FY27 Contract with ParentSquare

- O. Approval of FY27 Contract with Sylogist Ed**
- P. Approval of FY27 Contract with BlueMark Energy**
- Q. Approval of FY27 Contract with All American**
- R. Approval of FY27 Contract with American Waste**
- S. Approval of FY27 Contract with American Air**
- T. Approval of FY27 Contract with EmTec Pest Control**
- U. Approval of FY27 Contract with Enriched**
- V. Approval of GO for Public Schools Agreement**
- W. Approval of FY26 and FY27 Agreement with Summit Fire & Security**

III. Information Agenda

A. Facility Update

THA's COO Alison Moore provided updates about the Jones and Bell facility projects.

B. May CEO Report

THA's CEO Elsie Urueta-Pollock shared the May CEO report.

C. THA Board Committee Reports

THA's Executive Leadership Team provided the committee reports.

D. FY 27 Budget Presentation

THA's COO Alison Moore delivered the FY 27 budget presentation.

IV. Action Agenda

A. Approval of FY27 Budget

Ivan Godinez-Reyes made a motion to approve the FY27 Budget.

Jimmy Rodriguez seconded the motion.

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

B. Approval of E-Rate Contract with Cox Internet

Ivan Godinez-Reyes made a motion to approve the E-Rate Contract with Cox Internet.

Jimmy Rodriguez seconded the motion.
The board **VOTED** to approve the motion.

C. Approval of THA Facilities LLC via Wired Quote for THA ES Security Improvements

Jimmy Rodriguez made a motion to approve the THA Facilities LLC via Wired Quote for THA ES Security Improvements.
Eric Danklefsen seconded the motion.
The board **VOTED** to approve the motion.

D. Approval of THA Facilities LLC via Wired Quote for THA MS Security Improvements

Jimmy Rodriguez made a motion to approve the THA Facilities LLC via Wired Quote for THA MS Security Improvements.
Eric Danklefsen seconded the motion.
The board **VOTED** to approve the motion.

E. Approval of FY27 Contract with H&E Landscaping

Ivan Godinez-Reyes made a motion to approve the FY27 Contract with H&E Landscaping.
Eric Danklefsen seconded the motion.
The board **VOTED** to approve the motion.

F. Approval of FY27 Contract with Oklahoma Consulting & Accounting Services, LLC

Jimmy Rodriguez made a motion to approve the FY27 Contract with Oklahoma Consulting & Accounting Services, LLC.
Eric Danklefsen seconded the motion.
The board **VOTED** to approve the motion.

G. Approval of Sub-Lease Agreement between THA Facilities LLC and Tulsa Honor Academy, Inc

Jimmy Rodriguez made a motion to approve the Sub-Lease Agreement between THA Facilities LLC and Tulsa Honor Academy, Inc.
Eric Danklefsen seconded the motion.
The board **VOTED** to approve the motion.

H. Approval of New & Modified General Fund, Gift Fund, and Building Fund Encumbrances

Ana Ponce made a motion to approve the New & Modified General Fund, Gift Fund, and Building Fund Encumbrances.
Jimmy Rodriguez seconded the motion.
The board **VOTED** to approve the motion.

V. 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 5:23 PM.

Respectfully Submitted,
Anna Montgomery

Coversheet

Approval of Routine Staffing

Section:	II. Consent Agenda
Item:	C. Approval of Routine Staffing
Purpose:	Vote
Submitted by:	
Related Material:	Payroll PO List - June 2026.pdf

2025-2026 New Hires					
Last Name	First Name	Hire Date	Primary Location	Position	Compensation
Norman	Catherine	6/22/2026	THA Middle School	Teacher Apprentice II	\$39,000.00
Kerwood	Ahren	7/1/2026	THA Middle School	Teacher	\$48,000.00
Abufadil	Luka	7/1/2026	THA High School	Teacher	\$46,000.00
Cresensio	Eduardo	7/1/2026	THA High School	Teacher	\$46,000.00
Giblet	John	7/1/2026	THA High School	Teacher	\$51,250.00
Komma	Geethika	7/1/2026	THA High School	Teacher	\$46,500.00
Haynes	Abra	7/1/2026	THA High School	Teacher	\$47,500.00
Philpot	Lauren	7/1/2026	THA High School	Assistant Principal	\$66,250.00
Gyasi	Emmanuel	7/1/2026	THA High School	Teacher	\$46,500.00
Rodriguez	Jackelin	7/1/2026	THA Middle School	Teacher	\$46,000.00
Clements	Brandy	7/1/2026	THA Middle School	Teacher	\$53,750.00
Sutherland	Josalynn	7/1/2026	THA High School	Teacher	\$46,000.00
Owens	Arika	7/1/2026	THA Flores Middle School	Teacher	\$46,000.00
Kang	Wonbin	7/1/2026	THA High School	Teacher	\$46,000.00
Hemminger	Shawn	7/1/2026	THA Network Office	School Leader Fellow	\$66,000.00
Brown	Christian	7/1/2026	THA High School	Discipline Specialist	\$39,500.00
Kruthof	Blake	7/1/2026	THA High School	Curriculum & Instruction Manager	\$63,500.00
Serafin	Susan	7/1/2026	THA High School	Teacher	\$61,250.00
Resignations/Terminations					
Last Name	First Name	Hire Date	Primary Location	Position	Final Date
Hampton	Braden	1/13/2026	THA Middle School	Teacher Assistant	5/19/2026
Harris	Ala'andro	7/1/2024	THA High School	Teacher	6/2/2026
Allen	Aubrey	7/1/2025	THA High School	Freshman Seminar Teacher	6/4/2026
Hamilton	Daniel	2/24/2025	THA High School	Teacher	6/4/2026
Guinn	Melissa	1/6/2025	THA High School	SPED Teacher	6/4/2026
Odon	Emily	7/1/2017	THA Middle School	Principal	6/4/2026
Faust	Anne	7/1/2024	THA Middle School	Teacher	6/4/2026
Foreman	Teresa	7/31/2024	THA Middle School	Teacher	6/4/2026
Ramos	Precious	10/7/2024	THA Flores Middle School	Teacher	6/4/2026
Marr	Kaylyn	7/1/2025	THA Middle School	Teacher	6/4/2026
Fowler (Copeland)	Vania	3/31/2025	THA Middle School	Teacher	6/4/2026
Knopp	Cameron	2/24/2025	THA Middle School	Teacher	6/4/2026
Obare	Charles	11/17/2025	THA High School	Teacher	6/4/2026
Lemaire	Cassandra	8/11/2025	THA High School	Teacher	6/4/2026
Harp	David	7/1/2025	THA Middle School	Teacher	6/4/2026
2025-2026 Stipends					
Last Name	First Name	Stipend Amount	Location	Stipend Position	Timing
Flores	Alberto	\$500.00	THA Middle School	Retention	One time
Woytas	Alexander	\$500.00	THA Network Office	Retention	One time
Dudley	Alexia	\$500.00	THA High School	Retention	One time
Moore	Alison	\$500.00	THA Network Office	Retention	One time
Ray	Amanda	\$500.00	THA Middle School	Retention	One time
Birt	Andrew	\$500.00	THA Flores Middle School	Retention	One time
Howlett	Andrew	\$500.00	THA High School	Retention	One time
Jamison	Angel	\$500.00	THA Middle School	Retention	One time
Johnson	Anthony	\$500.00	THA Middle School	Retention	One time
Love	Ashley	\$500.00	THA Flores Middle School	Retention	One time
Bruce	Bailee	\$500.00	THA Flores Middle School	Retention	One time
Hefley	Bradley	\$500.00	THA High School	Retention	One time
Fulgham	Brianna	\$500.00	THA Middle School	Retention	One time
Russell	Bynum	\$500.00	THA Flores Middle School	Retention	One time
Bask	Caden	\$500.00	THA Flores Middle School	Retention	One time
Lawlis	Caleb	\$500.00	THA High School	Retention	One time
Adair	Carla	\$500.00	THA Network Office	Retention	One time
Akers	Casey	\$500.00	THA High School	Retention	One time
Little	Chad	\$500.00	THA Middle School	Retention	One time
Moore	Chandler	\$500.00	THA Network Office	Retention	One time
Johnson	Charlene	\$500.00	THA Network Office	Retention	One time
Palmer	Cherish	\$500.00	THA High School	Retention	One time
Felts	Chloe	\$500.00	THA High School	Retention	One time
Eppard	Danika	\$500.00	THA Flores Middle School	Retention	One time
Harp	David	\$500.00	THA Middle School	Retention	One time
Maguire	Denise	\$500.00	THA Network Office	Retention	One time
Mercado	Eddie	\$500.00	THA Network Office	Retention	One time
Sedore	Elizabeth	\$500.00	THA Middle School	Retention	One time
Urueta-Pollock	Elsie	\$500.00	THA Network Office	Retention	One time
Hart	Emily	\$500.00	THA High School	Retention	One time
Modaff	Emily	\$500.00	THA Flores Middle School	Retention	One time
Gutierrez De Moore	Evelyn	\$500.00	THA High School	Retention	One time
Mellado	Graciela	\$500.00	THA Network Office	Retention	One time

Johnson	Gregory	\$500.00	THA Flores Middle School	Retention	One time
Bland	Hannah	\$500.00	THA Flores Middle School	Retention	One time
Mueller	Hannah	\$500.00	THA Flores Middle School	Retention	One time
Chenoweth-Leveau	Heather	\$500.00	THA Middle School	Retention	One time
Wallace	Isaiah	\$500.00	THA Middle School	Retention	One time
Stall	Jacob	\$500.00	THA Middle School	Retention	One time
Williams	Jasmine	\$500.00	THA Flores Middle School	Retention	One time
Rodriguez	Jazmin	\$500.00	THA Network Office	Retention	One time
Monreal	Jennifer	\$500.00	THA High School	Retention	One time
Moreno	Jennifer	\$500.00	THA High School	Retention	One time
Rae	Jennifer	\$500.00	THA High School	Retention	One time
Botello	Joel	\$500.00	THA High School	Retention	One time
Morrison	John	\$500.00	THA High School	Retention	One time
Reyes De La Mora	Jose	\$500.00	THA High School	Retention	One time
Kuch	Joshua	\$500.00	THA High School	Retention	One time
Willard	Julya	\$500.00	THA Network Office	Retention	One time
McGovern	Justine	\$500.00	THA Network Office	Retention	One time
Walden	Kaitlyn	\$500.00	THA High School	Retention	One time
Daniels	Kalib	\$500.00	THA High School	Retention	One time
Bernal	Karla	\$500.00	THA High School	Retention	One time
Freudenheim	Kathryn	\$500.00	THA Network Office	Retention	One time
Freeman	Kayla	\$500.00	THA High School	Retention	One time
Hernandez	Kelse	\$500.00	THA High School	Retention	One time
Cline	Kevin	\$500.00	THA High School	Retention	One time
Baxter	Kimberly	\$500.00	THA High School	Retention	One time
Siftar	Kimberly	\$500.00	THA High School	Retention	One time
Sengupta	Koyel	\$500.00	THA Flores Middle School	Retention	One time
Moore	Laci	\$500.00	THA Flores Middle School	Retention	One time
George	LaMont	\$500.00	THA High School	Retention	One time
Richey	Laura	\$500.00	THA Middle School	Retention	One time
Marquez	Lea	\$500.00	THA High School	Retention	One time
Maswadeh	Levina	\$500.00	THA Middle School	Retention	One time
Thompson	Lori	\$500.00	THA Flores Middle School	Retention	One time
Kelley	Loryn	\$500.00	THA Middle School	Retention	One time
Sardina	Madeline	\$500.00	THA Flores Middle School	Retention	One time
Dominguez	Madison	\$500.00	THA Network Office	Retention	One time
Dunn-McLaughlin	Madison	\$500.00	THA High School	Retention	One time
Rodriguez	Magdalena	\$500.00	THA Flores Middle School	Retention	One time
Cutshaw	Maris	\$500.00	THA High School	Retention	One time
Freudenheim	Mark	\$500.00	THA Network Office	Retention	One time
Phillip-Lopez	Matthew	\$500.00	THA High School	Retention	One time
Cox	Megan	\$500.00	THA Network Office	Retention	One time
Hayes	Megan	\$500.00	THA Flores Middle School	Retention	One time
Turner	Megan	\$500.00	THA Flores Middle School	Retention	One time
Flaherty	Michel	\$500.00	THA Middle School	Retention	One time
Ramirez	Miguel	\$500.00	THA Flores Middle School	Retention	One time
Cozart	Nicholas (Nyx)	\$500.00	THA High School	Retention	One time
Daily	Nick	\$500.00	THA High School	Retention	One time
Rivera	Omayra	\$500.00	THA Network Office	Retention	One time
Alvarado	Perla	\$500.00	THA Network Office	Retention	One time
Montiel	Perla	\$500.00	THA Middle School	Retention	One time
Harbin	Rachel	\$500.00	THA High School	Retention	One time
Hiner	Raistlin	\$500.00	THA High School	Retention	One time
Basks	Reagan	\$500.00	THA High School	Retention	One time
Sanchez	Reina	\$500.00	THA Flores Middle School	Retention	One time
Burke	Ryan	\$500.00	THA Flores Middle School	Retention	One time
Markley	Samantha	\$500.00	THA Network Office	Retention	One time
Luna	Sarah	\$500.00	THA Flores Middle School	Retention	One time
Barlow	Sariyah	\$500.00	THA Middle School	Retention	One time
Lindsey	Shalyn	\$500.00	THA Middle School	Retention	One time
Jackson	Shaun	\$500.00	THA Middle School	Retention	One time
Landon	Shyla	\$500.00	THA Middle School	Retention	One time
Vance	Stefani	\$500.00	THA Middle School	Retention	One time
Ramos	Steven	\$500.00	THA Network Office	Retention	One time
Peery	Tarah	\$500.00	THA High School	Retention	One time
Marshall	Tyler	\$500.00	THA High School	Retention	One time
Hernandez	Vanessa	\$500.00	THA Middle School	Retention	One time
Molencupp	Victoria	\$500.00	THA Flores Middle School	Retention	One time
Zamarripa	Victoria	\$500.00	THA High School	Retention	One time
Verastegui	Vidal	\$500.00	THA High School	Retention	One time
Radford	Virginia	\$500.00	THA Flores Middle School	Retention	One time
Brown	Wade	\$500.00	THA High School	Retention	One time
Kinney	Ashleigh	\$150.00	THA High School	Referral	One time
Moore	Laci	\$1,400.00	THA Flores Middle School	Summer Tutorial	Spread

Turner	Megan	\$1,400.00	THA Flores Middle School	Summer Tutorial	Spread
Hayes	Megan	\$1,400.00	THA Flores Middle School	Summer Tutorial	Spread
Marshall	Tyler	\$1,400.00	THA High School	Summer Tutorial	Spread
Daily	Nick	\$1,400.00	THA High School	Summer Tutorial	Spread
Palmer	Cherish	\$1,400.00	THA High School	Summer Tutorial	Spread
Cutshaw	Maris	\$1,400.00	THA High School	Summer Tutorial	Spread
Richey	Laura	\$1,400.00	THA Middle School	Summer Tutorial	Spread
Ray	Amanda	\$1,400.00	THA Middle School	Summer Tutorial	Spread
Brown	Wade	\$1,400.00	THA High School	Summer Tutorial	Spread
Molencupp	Victoria	\$1,400.00	THA Flores Middle School	Summer Tutorial	Spread
Marquez	Lea	\$1,400.00	THA High School	Summer Tutorial	Spread
Siftar	Kimberly	\$50.00 per candidate up to \$1,000.00	THA High School	Interview candidates	Spread
Luna	Sarah	\$50.00 per candidate up to \$1,000.00	THA Flores Middle School	Interview candidates	Spread
Flores	Alberto	\$50.00 per candidate up to \$1,000.00	THA Middle School	Interview candidates	Spread
Peery	Tarah	\$300.00	THA High School	AP Institute	One time
Hiner	Raistlin	\$300.00	THA High School	AP Institute	One time
Bruce	Bailee	\$1,725.00	THA Flores Middle School	THA HS Head Volleyball Coach	Spread
Kruthof	Blake	\$400.00	THA Network Office	Leader PD Attendance	One time
Hemminger	Shawn	\$400.00	THA Network Office	Leader PD Attendance	One time
Reyes De La Mora	Jose	\$400.00	THA Network Office	Leader PD Attendance	One time
Referral stipends between \$100 and \$750 will be given to staff members who refer a new staff member. Staff members will receive half of the stipend the pay period after the referred staff member begins and the second half the pay period after the referred staff member has been with THA for 6 consecutive months as long as the referred staff members remains employed at THA and has not given or been given notice of employment termination. Staff members vary based on referral.					
Per the staff handbook, an attendance stipend will be paid out as follows. Unused sick days will be paid out at a rate of \$50/day for staff on the final paycheck of the year and returning staff will receive an additional \$50/day on the first paycheck of the following year. Employees who terminate prior to the end of the last working day of their letter of agreement are not eligible for the attendance stipend.					
All returning staff members (Teachers, Support Staff, Leaders) will receive a one-time \$500 retention stipend on the final paycheck of the school year, which will be provided on July 15, 2026. All staff will receive a stipend Letter of Agreement for this retention bonus. If a staff member is not still employed on October 1, 2026, the \$500 retention bonus will be required to be returned to THA.					
2026-2027 Staff Salaries					
Last Name	First Name	Effective Date	Primary Location	Position	Salary
Adair	Carla	7/1/2026	THA Network Office	College Readiness Curriculum Manager	\$74,725.70
Akers	Casey	7/1/2026	THA High School	Teacher	\$48,637.50
Alvarado	Perla	7/1/2026	THA Network Office	College Readiness Manager	\$67,844.11
Barlow	Sariya	7/1/2026	THA Middle School	Teacher	\$47,100.00
Basks	Caden	7/1/2026	THA Flores Middle School	Teacher Apprentice I	\$35,000.00
Basks	Reagan	7/1/2026	THA High School	Teacher Apprentice I	\$35,000.00
Baxter	Kimberly	7/1/2026	THA High School	Teacher	\$64,692.08
Bernal	Karla	7/1/2026	THA High School	Teacher	\$47,868.75
Birt	Andrew	7/1/2026	THA Flores Middle School	Teacher	\$54,229.72
Bland	Hannah	7/1/2026	THA Flores Middle School	Assistant Principal	\$70,536.86
Botello	Joel	7/1/2026	THA High School	Ballet Folklorico Coach	\$18,819.83
Brown	Wade	7/1/2026	THA High School	Teacher	\$49,765.00
Bruce	Bailee	7/1/2026	THA Flores Middle School	Teacher	\$48,637.50
Burke	Ryan	7/1/2026	THA Flores Middle School	Assistant Principal	\$70,917.19
Chenoweth Leveau	Heather	7/1/2026	THA Middle School	Teacher	\$55,556.25
Cline	Kevin	7/1/2026	THA High School	Teacher	\$48,227.50
Cox	Megan	7/1/2026	THA Network Office	School Leader Fellow	\$78,008.91
Cozart	Nicholas	7/1/2026	THA High School	Teacher	\$48,227.50
Curley	Madison	7/1/2026	THA Network Office	Chief of Staff	\$110,840.94
Cutshaw	Maris	7/1/2026	THA High School	Teacher	\$49,383.19
Daily	Nick	7/1/2026	THA High School	Teacher	\$49,383.19
Daniels	Kalib	7/1/2026	THA High School	Teacher	\$51,865.63
Dudley	Alexia	7/1/2026	THA High School	Assistant Principal	\$63,934.38
Dunn-McLaughlin	Madison	7/1/2026	THA High School	Teacher	\$48,227.50
Eppard	Danika	7/1/2026	THA Flores Middle School	Teacher	\$53,421.79
Felts	Chloe	7/1/2026	THA High School	Teacher	\$47,100.00
Flaherty	Michael	7/1/2026	THA Middle School	Teacher	\$59,640.44
Flores Delgado	Alberto	7/1/2026	THA Middle School	Interim Principal	\$83,500.00
Freeman	Kayla	7/1/2026	THA High School	Teacher	\$65,000.00
Freudenheim	Mark	7/1/2026	THA Network Office	Curriculum and Instruction Manager	\$69,189.96
Freudenheim	Kathryn	7/1/2026	THA Network Office	Chief Academic Officer	\$119,460.27
Fulgham	Briana	7/1/2026	THA Middle School	Teacher	\$47,100.00
George	LaMont	7/1/2026	THA High School	Teacher	\$50,191.12
Gutierrez De Moore	Evelyn	7/1/2026	THA High School	Teacher	\$50,191.12
Harbin	Rachel	7/1/2026	THA High School	Discipline Specialist	\$50,600.00
Hart	Emily	7/1/2026	THA High School	Teacher	\$47,100.00
Hayes	Megan	7/1/2026	THA Flores Middle School	Teacher	\$50,191.12
Hefley	Bradley	7/1/2026	THA High School	Teacher	\$55,844.53
Hernandez	Vanessa	7/1/2026	THA Middle School	Operations Coordinator	\$42,527.12
Hernandez	Kelse	7/1/2026	THA High School	Operations Coordinator	\$43,086.58
Hiner	Raistlin	7/1/2026	THA High School	Teacher	\$47,100.00
Howlett	Andrew	7/1/2026	THA High School	Teacher	\$52,225.00
Jackson	Shaun	7/1/2026	THA Middle School	Teacher	\$55,036.60
Jamison	Angel	7/1/2026	THA Middle School	Teacher Apprentice I	\$35,000.00
Johnson	Anthony	7/1/2026	THA Middle School	Coverage Associate	\$15.14/hour
Johnson	Gregory	7/1/2026	THA Flores Middle School	Teacher	\$50,192.17

Johnson	Charlene	7/1/2026	THA Network Office	Alumni Support and College Success Manager	\$67,000.00
Kelley	Loryn	7/1/2026	THA Middle School	Teacher	\$46,550.00
Kinney	Ashleigh	7/1/2026	THA High School	Teacher	\$47,100.00
Kuch	Joshua	7/1/2026	THA High School	Teacher	\$49,383.19
Landon	Shyla	7/1/2026	THA Middle School	Teacher	\$49,384.24
Lawlis	Caleb	7/1/2026	THA High School	Teacher	\$47,100.00
Lindsey	Shalyn	7/1/2026	THA Middle School	Assistant Principal	\$70,212.50
Little	Chad	7/1/2026	THA High School	Teacher	\$53,890.63
Lopez	Matthew Philip	7/1/2026	THA High School	Teacher	\$48,227.50
Love	Ashley	7/1/2026	THA Flores Middle School	Teacher	\$52,955.31
Luna	Sarah	7/1/2026	THA Flores Middle School	Principal	\$92,455.00
Maguire	Denise	7/1/2026	THA Network Office	Director of Scholar Interventions	\$89,500.00
Markley	Samantha	7/1/2026	THA Network Office	Director of College Readiness and Alumni Success	\$84,536.44
Marquez Urista	Lea	7/1/2026	THA High School	Teacher	\$48,227.50
Marshall	Tyler	7/1/2026	THA High School	Teacher	\$47,100.00
Maswadeh	Levina	7/1/2026	THA Middle School	Teacher	\$62,673.59
McGovern	Justine	7/1/2026	THA Network Office	Director of Development	\$80,462.50
Mellado	Graciela	7/1/2026	THA High School	Teacher	\$56,888.75
Mercado	Eddie	7/1/2026	THA Network Office	Senior Network Operations Coordinator	\$51,526.86
Modaff	Emily	7/1/2026	THA Flores Middle School	Teacher	\$53,358.75
Molencupp	Victoria	7/1/2026	THA Flores Middle School	Teacher	\$65,155.70
Monrreal	Jennifer	7/1/2026	THA High School	Operations Coordinator	\$42,079.56
Montiel	Perla	7/1/2026	THA Middle School	Operations Coordinator	\$40,437.50
Moore	Laci	7/1/2026	THA Flores Middle School	Teacher	\$55,036.60
Moore	Chandler	7/1/2026	THA Network Office	Scholar Life Manager	\$65,138.75
Moore	Alison	7/1/2026	THA Network Office	Chief Operations Officer	\$111,103.59
Moreno	Jennifer	7/1/2026	THA High School	Operations Coordinator	\$43,623.66
Morrison	John	7/1/2026	THA High School	Assistant Principal	\$67,306.19
Mueller	Hannah	7/1/2026	THA Flores Middle School	Teacher	\$52,574.99
Palmer	Cherish	7/1/2026	THA High School	Teacher	\$52,167.34
Peery	Tarah	7/1/2026	THA High School	Teacher	\$47,612.50
Perez	Leslie	7/1/2026	THA Network Office	Communications Coordinator	22.22/hour
Radford	Virginia	7/1/2026	THA Flores Middle School	Assistant Principal	\$75,771.88
Rae	Jennifer	7/1/2026	THA High School	Teacher Apprentice I	\$35,000.00
Ramirez	Miguel	7/1/2026	THA Flores Middle School	Teacher	\$49,015.47
Ramos	Steven	7/1/2026	THA Network Office	English Language Development Manager	\$66,625.00
Ray	Amanda	7/1/2026	THA Middle School	Teacher	\$51,805.93
Reyes De La Mora	Jose	7/1/2026	THA Network Office	Elementary Assistant Principal in Training	\$59,500.00
Richy	Laura	7/1/2026	THA Middle School	Teacher	\$48,752.81
Rivera	Omayra	7/1/2026	THA Network Office	Operations Coordinator	\$50,943.75
Rodriguez	Magdalena	7/1/2026	THA Flores Middle School	Operations Coordinator	\$43,355.12
Rodriguez	Jazmin	7/1/2026	THA Network Office	Family Engagement Manager	\$65,856.25
Russell	Bynum	7/1/2026	THA Flores Middle School	Teacher	\$50,191.12
Sanchez	Reina	7/1/2026	THA Flores Middle School	Operations Coordinator	\$43,892.20
Sardina	Madeline	7/1/2026	THA Flores Middle School	Teacher	\$47,100.00
Sedore	Elizabeth	7/1/2026	THA Middle School	Assistant Principal	64500 (\$63,500 upon move to Data Manager role)
Sengupta	Koyel	7/1/2026	THA Flores Middle School	Teacher	\$47,100.00
Siftar	Kimberly	7/1/2026	THA High School	Principal	\$88,726.56
Thompson	Lori	7/1/2026	THA Flores Middle School	Teacher	\$54,498.68
Turner	Megan	7/1/2026	THA Flores Middle School	Teacher	\$49,384.24
Urueta	Elsie	7/1/2026	THA Network Office	Chief Executive Officer	\$170,256.60
Vance	Stefani	7/1/2026	THA Middle School	Assistant Principal	\$68,652.04
Verastegui	Vidal	7/1/2026	THA High School	Teacher	\$47,612.50
Walden	Kaitlyn	7/1/2026	THA High School	Assistant Principal	\$62,000.00
Willard	Julya	7/1/2026	THA Network Office	Discipline Specialist - ISS	\$40,181.25
Williams	Jasmine	7/1/2026	THA Flores Middle School	Assistant Principal	\$65,343.75
Woytas	Alexander	7/1/2026	THA Network Office	Scholar Interventions Operations Associate	15.88/hour
Zamarripa	Victoria	7/1/2026	THA High School	Teacher	\$50,591.41
Joshi	Emilee	7/1/2026	THA Network Office	Compliance Support	42.35/hour
Wallace	Isaiah	7/1/2026	THA Middle School	Teacher	\$46,500.00
Stall	Jacob	7/1/2026	THA Middle School	Teacher	\$49,000.00
Finley	Marquetta	7/1/2026	THA Flores Middle School	Discipline Specialist	\$47,000.00

Coversheet

Approval of May Financial Report

Section:	II. Consent Agenda
Item:	D. Approval of May Financial Report
Purpose:	
Submitted by:	
Related Material:	Tulsa Honor Academy May 2026 Financial Report 6.5.26.pdf

TULSA HONOR ACADEMY
MONTHLY FINANCIAL REPORT
May 31, 2026 and Year to Date

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JENKINS & KEMPER
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA
MICHAEL KEMPER, CPA

June 5, 2026

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 May 31, 2026 and the related statements of revenues and expenses – cash basis for the eleven (11) 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

116 WEST BRECKENRIDGE AVE, BIXBY, OK 74008
PHONE: 918.366.4440 FAX: 918.366.4443
WWW.JENKINSKEMPER.COM

TULSA HONOR ACADEMY
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - CASH BASIS
MAY 31, 2026

	<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	\$ 2,619,522.91	969,704.31	930,565.42	84,041.72	26,746.36		4,630,580.72
Investments	3,003,917.57		1,480,079.36				4,483,996.93
Amounts to be provided for retirement of general long-term debt						10,120,478.33	
Total Assets	<u>5,623,440.48</u>	<u>969,704.31</u>	<u>2,410,644.78</u>	<u>84,041.72</u>	<u>26,746.36</u>	<u>10,120,478.33</u>	<u>9,114,577.65</u>
Liabilities							
O/S Payments	363,212.56	7,139.54	3,924.08	83,875.69			458,151.87
Long-Term Debt - Capital Lease						10,120,478.33	
Funds Held for Student Organizations					26,746.36		26,746.36
Total Liabilities	<u>363,212.56</u>	<u>7,139.54</u>	<u>3,924.08</u>	<u>83,875.69</u>	<u>26,746.36</u>	<u>10,120,478.33</u>	<u>484,898.23</u>
Restricted for Construction				166.03			
Unrestricted Net Assets	<u>\$ 5,260,227.92</u>	<u>962,564.77</u>	<u>2,406,720.70</u>	<u>-</u>			<u>8,629,679.42</u>
Prior Year							
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

General Fund	Source	2024-25	2024-25	% of YTD	2025-26	2025-26	2025-26	% of YTD
<u>Revenue</u>	<u>Code</u>	<u>Actual</u>	<u>As of 5/31/25</u>	<u>to Actual</u>	<u>Budgeted</u>	<u>Estimated Budget</u>	<u>As of 5/31/26</u>	<u>to Budg.</u>
LOCAL SOURCES								
Interest	1310	\$ 84,649.35	78,049.35	92.2%		75,000.00	66,887.18	89.2%
Reimbursements	1500	157,004.43	156,766.33	99.8%	180,000.00	15,000.00	13,805.39	92.0%
Other Local Sources of Revenue	1600	165,698.29	165,486.69	99.9%	711,250.00	117,385.29	101,988.89	86.9%
Child Nutrition - Local (or 5150)	1700	8,815.92	8,815.92	100.0%	10,000.00	5,000.00	2,801.88	56.0%
Non-revenue Receipts	5000	32,327.71	7,655.07	23.7%		13.51	13.51	100.0%
Employee Retention IRS Tax Credit						1,035,614.71	1,035,614.71	100.0%
STATE SOURCES								
Foundation & Salary Incentive Aid	3210	9,518,008.86	8,663,038.68	91.0%	8,834,101.00	10,242,668.88	9,320,786.02	91.0%
Flexible Benefits Reimb.	3250	812,703.68	713,466.17	87.8%	913,560.60	913,560.60	835,094.23	91.4%
Inspired to Teach	3413			N/A		12,000.00	12,000.00	100.0%
Purchase of Textbooks	3420	78,794.22	78,794.22	100.0%	81,428.00	85,236.01	77,564.77	91.0%
School Resource Officer Grant	3436	176,108.08	176,108.08	100.0%	93,041.47	93,041.47	93,041.47	100.0%
Maternity Leave	3437	37,006.87	10,009.50	27.0%				N/A
Advanced Placement	3470			N/A				N/A
Ace Technology	3690	7,902.93	7,902.93	100.0%		10,002.27	10,002.27	100.0%
Child Nutrition - State	3700	7,322.22	7,322.22	100.0%		7,957.66	7,957.66	100.0%
FEDERAL SOURCES								
Title I (Proj. 511&515)	4210	410,175.54	410,175.54	100.0%	696,116.50	696,116.50	520,897.98	74.8%
Title II, Part A (541)	4271	174,036.61	174,036.61	100.0%	79,292.00	79,292.00	73,376.12	92.5%
Title III	4281	57,416.05	57,416.05	100.0%	63,416.49	74,942.31	74,942.31	100.0%
Special Education Programs	4300	172,900.33	172,900.33	100.0%	276,073.19	276,073.19	244,406.99	88.5%
Title IV, Part A	4442	59,760.51	59,760.51	100.0%	34,776.00	34,776.00	32,403.60	93.2%
Medicaid Resources	4580			N/A		10,000.00	7,311.30	73.1%
ARP ESSER III	4689	214,418.93	214,418.93	100.0%				N/A
Miscellaneous Federal	4689			N/A	104,363.82	104,363.82		0.0%
Child Nutrition - Federal	4700	835,241.76	646,427.88	77.4%	650,000.00	750,000.00	672,701.88	89.7%
Total Revenue		13,010,292.29	11,808,551.01	90.8%	12,727,419.07	14,638,044.22	13,203,598.16	90.2%
Lapsed Appr/Estopped Warr.	6130/40	29,291.87	29,291.87			23,307.58	23,307.58	
Interfund Transfers	6200	69,133.20	-		(20,334.72)	(20,334.72)	(20,334.72)	
Net Assets - Beginning		4,713,475.42	4,713,475.42		4,923,563.51	4,923,563.51	4,923,563.51	
Balance Available		\$ 17,822,192.78	16,551,318.30		17,630,647.86	19,564,580.59	18,130,134.53	

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

<u>Expenditures</u>	<u>Object Code</u>	<u>2024-25 Actual</u>	<u>2024-25 As of 5/31/25</u>	<u>% of YTD to Actual</u>	<u>2025-26 Budgeted</u>	<u>2025-26 Estimated Budget</u>	<u>2025-26 As of 5/31/26</u>	<u>% of YTD to Budg.</u>
Salaries	100	\$ 6,786,676.02	5,921,320.53	87.2%	7,520,304.00	6,931,702.10	6,095,736.41	87.9%
Employee Benefits	200	1,366,180.91	1,193,604.38	87.4%	1,515,488.00	1,438,704.99	1,260,156.44	87.6%
Worker's Comp./State Unempl.	270-280	44,547.03	29,000.22	65.1%	43,778.00	48,539.00	32,972.16	67.9%
Professional Services	300	939,569.97	860,495.84	91.6%	555,994.00	983,969.47	834,087.69	84.8%
Utility Services	410	209,813.56	187,243.93	89.2%	349,927.00	262,408.57	244,935.22	93.3%
Cleaning Services	420	265,813.40	237,594.76	89.4%	254,322.00	269,684.60	228,928.01	84.9%
Repairs and Maintenance Services	430	114,948.62	85,550.81	74.4%	66,384.00	164,752.45	116,953.59	71.0%
Rentals or Lease Services	440	225,191.96	216,345.76	96.1%	945,012.00	1,062,754.53	997,136.49	93.8%
Construction Services	450			N/A		63,167.22	13,167.22	20.8%
Student Transportation	510	661,714.89	657,367.39	99.3%	800,958.00	890,307.83	887,693.91	99.7%
Insurance Services	520	121,519.00	121,519.00	100.0%	125,906.00	231,462.01	195,637.01	84.5%
Communications Services	530	28,270.86	20,661.71	73.1%	9,456.00	30,694.45	27,755.75	90.4%
Advertising	540	7,749.47	4,494.63	58.0%	25,000.00	12,624.52	11,072.00	87.7%
Printing	550	9,594.65	4,442.16	46.3%	25,000.00	34,700.08	12,870.60	37.1%
Food Service Management	570	508,128.92	461,489.68	90.8%	656,250.00	1,002,256.05	935,692.01	93.4%
Out-of-District Travel	580	47,748.72	31,304.42	65.6%	20,184.00	41,201.76	30,895.17	75.0%
Commodity Distribution	599	2,091.65	2,091.65	100.0%	3,040.00	2,250.02	2,250.02	100.0%
General Supplies	610	236,002.52	189,796.78	80.4%	213,525.00	561,731.96	393,412.30	70.0%
Energy (Elect., Natural Gas, & Fuel)	620			N/A		8,500.38	8,500.38	100.0%
Books	640	70,062.46	47,205.82	67.4%	41,295.00	23,570.52	16,178.57	68.6%
Furniture, Fixtures, Tech, etc.	650	221,865.86	140,270.27	63.2%	326,346.00	572,494.67	324,596.29	56.7%
Student and Staff	680	41,395.96	30,675.49	74.1%	14,110.00	43,054.15	32,012.39	74.4%
Property	700	784,070.79	725,694.14	92.6%		55,222.37	20,199.37	36.6%
Sponsor Fees	805	104,025.69	85,957.25	82.6%	88,341.00	90,000.00	74,339.45	82.6%
Dues and Fees	810	38,758.29	35,428.11	91.4%	328,759.00	28,141.66	18,175.18	64.6%
Staff Registration & Tuition	860	49,270.96	49,220.96	99.9%		49,616.54	47,836.34	96.4%
Reimbursement	930	13,617.11	11,401.12	83.7%	3,771.00	12,072.56	6,716.64	55.6%
Total Expenditures		12,898,629.27	11,350,176.81	88.0%	13,933,150.00	14,915,584.46	12,869,906.61	86.3%
Net Assets - Ending		\$ 4,923,563.51	5,201,141.49		3,697,497.86	4,648,996.13	5,260,227.92	

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	2025-26	% of YTD
	Codes	Actual	As of 5/31/25	to Actual	Budgeted	Estimated Budget	As of 5/31/26	to Budgeted
Building Fund								
<u>Revenue</u>								
Redbud Grant	3435	662,537.01	384,271.46	58.0%	730,620.00	730,620.00	425,462.39	58.2%
Total Revenue		662,537.01	384,271.46	58.0%	730,620.00	730,620.00	425,462.39	58.2%
Lapsed Appr/Estopped Warr.	6130/40					3,834.75	3,834.75	
Interfund Transfers	6200	419,758.40						
Net Assets - Beginning	6110	614,029.27	614,029.27		1,513,724.68	1,513,724.68	1,513,724.68	
Total Revenue Available		1,696,324.68	998,300.73		2,244,344.68	2,248,179.43	1,943,021.82	
<u>Expenditures</u>								
Repairs & Maint. Services	430	37,500.85	24,953.66	66.5%	5,000.00	29,687.32	3,835.96	12.9%
Property Services	440			N/A	1,000,000.00	1,034,521.80	924,167.21	89.3%
Supplies & Materials	600			N/A	50,000.00			N/A
Capital Improvements	700	145,099.15	7,892.50	5.4%	50,000.00	52,453.88	52,453.88	100.0%
Total expenditures		182,600.00	32,846.16	18.0%	1,105,000.00	1,116,663.00	980,457.05	87.8%
Ending Net Assets		<u>\$1,513,724.68</u>	<u>965,454.57</u>		<u>1,139,344.68</u>	<u>1,131,516.43</u>	<u>962,564.77</u>	

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	2025-26	% of YTD
	Codes	Actual	As of 5/31/25	to Actual	Budgeted	Estimated Budget	As of 5/31/26	to Budgeted
Gifts Fund								
<u>Revenue</u>								
Interest Earnings	1300	\$ 84,649.34	78,049.34	92.2%		75,000.00	66,887.23	89.2%
Donations	1610	799,111.52	797,956.44	99.9%		605,000.00	603,152.71	99.7%
Correcting Entries	5000	1,824.75	1,824.75	100.0%				N/A
Total Revenue		885,585.61	877,830.53	99.1%	-	680,000.00	670,039.94	98.5%
Lapsed Appr/Estopped Warr.	6130/40	1,749.65	1,749.65			6,716.87	6,716.87	
Interfund Transfers	6200	(139,585.89)						
Net Assets - Beginning	6110	1,701,625.84	1,701,625.84		2,223,322.47	2,223,322.47	2,223,322.47	
Total Revenue Available		2,449,375.21	2,581,206.02		2,223,322.47	2,910,039.34	2,900,079.28	
<u>Expenditures</u>								
Professional Services	300	1,250.00		0.0%		2,000.00	250.00	12.5%
Rentals or Lease Services	440	25,475.56		0.0%	405,000.00	427,054.00	404,054.00	94.6%
Student Transportation	510	3,755.50		0.0%		907.92	204.88	22.6%
Printing and Binding	550	4,055.11	55.11	1.4%				N/A
Staff Travel	580	1,300.00	597.23	45.9%		1,300.00	762.94	58.7%
Supplies & Materials	600	24,837.82	14,395.50	58.0%	32,000.00	43,959.93	38,670.76	88.0%
Capital Improvements	700	100,000.00	100,000.00	100.0%				N/A
Scholarships	880	63,554.00	63,554.00	100.0%	50,000.00	49,416.00	49,416.00	100.0%
Reimbursement	930	1,824.75	1,824.75	100.0%				N/A
Total expenditures		226,052.74	180,426.59	79.8%	487,000.00	524,637.85	493,358.58	94.0%
Ending Net Assets		\$2,223,322.47	2,400,779.43		1,736,322.47	2,385,401.49	2,406,720.70	

SUPPLEMENTAL INFORMATION

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

	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	704,848.99	396,801.32
October	564,164.00	466,985.20	678,943.20	600,301.89	712,561.31	611,585.79
November	587,179.52	453,912.98	672,114.42	252,256.99	708,542.48	410,094.87
December	539,486.96	793,939.07	675,441.73	388,316.76	710,882.27	450,809.46
January	560,652.37	227,122.85	686,033.45	736,808.02	701,594.79	362,113.62
February	563,389.20	419,531.38	688,236.63	315,209.09	702,197.45	518,749.49
March	521,169.51	584,663.91	662,472.40	354,946.52	687,975.41	501,648.10
April	554,070.31	362,726.64	691,112.80	227,354.32	688,425.91	694,235.24
May	578,126.12	372,712.44	671,097.18	465,636.40	681,568.82	682,749.01
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>7,355,892.85</u>	<u>5,514,013.76</u>
		<u>12,281,984.26</u>		<u>12,898,629.27</u>		<u>12,869,906.61</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	593,769.47	596,083.72	670,611.43	539,425.94	704,848.99	396,801.32
October	564,164.00	466,985.20	678,943.20	600,301.89	712,561.31	611,585.79
November	587,179.52	453,912.98	672,114.42	252,256.99	708,542.48	410,094.87
December	539,486.96	793,939.07	675,441.73	388,316.76	710,882.27	450,809.46
January	560,652.37	227,122.85	686,033.45	736,808.02	701,594.79	362,113.62
February	563,389.20	419,531.38	688,236.63	315,209.09	702,197.45	518,749.49
March	521,169.51	584,663.91	662,472.40	354,946.52	687,975.41	501,648.10
April	554,070.31	362,726.64	691,112.80	227,354.32	688,425.91	694,235.24
May	578,126.12	372,712.44	671,097.18	465,636.40	681,568.82	682,749.01
June						
	<u>\$ 5,882,945.24</u>	<u>4,532,746.84</u>	<u>7,141,767.39</u>	<u>4,208,409.42</u>	<u>7,355,892.85</u>	<u>5,514,013.76</u>
		<u>10,415,692.08</u>		<u>11,350,176.81</u>		<u>12,869,906.61</u>

FOR INTERNAL USE ONLY

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Coversheet

Approval of April Financial Report

Section:	II. Consent Agenda
Item:	E. Approval of April Financial Report
Purpose:	
Submitted by:	
Related Material:	THA April 2026 Financial Report 5.4.26.pdf

TULSA HONOR ACADEMY
MONTHLY FINANCIAL REPORT
April 30, 2026 and Year to Date

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JENKINS & KEMPER
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA
MICHAEL KEMPER, CPA

May 4, 2026

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 April 30, 2026 and the related statements of revenues and expenses – cash basis for the ten (10) 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

116 WEST BRECKENRIDGE AVE, BIXBY, OK 74008
PHONE: 918.366.4440 FAX: 918.366.4443
WWW.JENKINSKEMPER.COM

TULSA HONOR ACADEMY
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - CASH BASIS
APRIL 30, 2026

	<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	\$ 2,607,436.90	994,704.75	583,702.49	76,542.68	24,341.15		4,286,727.97
Investments	2,998,068.05		1,474,229.84				4,472,297.89
Amounts to be provided for retirement of general long-term debt						10,136,497.32	
Total Assets	<u>5,605,504.95</u>	<u>994,704.75</u>	<u>2,057,932.33</u>	<u>76,542.68</u>	<u>24,341.15</u>	<u>10,136,497.32</u>	<u>8,759,025.86</u>
Liabilities							
O/S Payments	437,327.41	7,139.54	498.59	112,670.65			557,636.19
Reserves	3,641.15	3,834.75	6,647.12				14,123.02
Long-Term Debt - Capital Lease						10,136,497.32	
Funds Held for Student Organizations					24,341.15		24,341.15
Total Liabilities	<u>440,968.56</u>	<u>10,974.29</u>	<u>7,145.71</u>	<u>112,670.65</u>	<u>24,341.15</u>	<u>10,136,497.32</u>	<u>596,100.36</u>
Restricted for Construction				(36,127.97)			
Unrestricted Net Assets	<u>\$ 5,164,536.39</u>	<u>983,730.46</u>	<u>2,050,786.62</u>	<u>-</u>			<u>8,162,925.50</u>
Prior Year							
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

General Fund	Source	2024-25	2024-25	% of YTD	2025-26	2025-26	2025-26	% of YTD
<u>Revenue</u>	<u>Code</u>	<u>Actual</u>	<u>As of 4/30/25</u>	<u>to Actual</u>	<u>Budgeted</u>	<u>Estimated Budget</u>	<u>As of 4/30/26</u>	<u>to Budg.</u>
LOCAL SOURCES								
Interest	1310	\$ 84,649.35	71,237.92	84.2%		75,000.00	61,037.66	81.4%
Reimbursements	1500	157,004.43	156,237.53	99.5%	180,000.00	180,000.00	13,548.61	7.5%
Other Local Sources of Revenue	1600	165,698.29	104,756.37	63.2%	711,250.00	711,250.00	101,370.71	14.3%
Child Nutrition - Local (or 5150)	1700	8,815.92	7,811.98	88.6%	10,000.00	10,000.00	2,801.88	28.0%
Non-revenue Receipts	5000	32,327.71	7,655.07	23.7%		13.51	13.51	100.0%
Employee Retention IRS Tax Credit						1,035,614.71	1,035,614.71	100.0%
STATE SOURCES								
Foundation & Salary Incentive Aid	3210	9,518,008.86	7,711,164.55	81.0%	8,834,101.00	10,242,668.88	8,296,523.82	81.0%
Flexible Benefits Reimb.	3250	812,703.68	635,063.29	78.1%	913,560.60	913,560.60	743,325.62	81.4%
Inspired to Teach	3413			N/A		12,000.00	12,000.00	100.0%
Purchase of Textbooks	3420	78,794.22	78,794.22	100.0%	81,428.00	85,236.01	69,041.17	81.0%
School Resource Officer Grant	3436	176,108.08	176,108.08	100.0%	93,041.47	93,041.47	93,041.47	100.0%
Maternity Leave	3437	37,006.87	10,009.50	27.0%				N/A
Advanced Placement	3470			N/A				N/A
Ace Technology	3690	7,902.93		0.0%		944.47	944.47	100.0%
Child Nutrition - State	3700	7,322.22	3,661.11	50.0%		7,958.06	3,979.03	50.0%
FEDERAL SOURCES								
Title I (Proj. 511&515)	4210	410,175.54	327,601.19	79.9%	696,116.50	696,116.50	389,649.22	56.0%
Title II, Part A (541)	4271	174,036.61	79,594.65	45.7%	79,292.00	79,292.00	72,592.53	91.6%
Title III	4281	57,416.05	57,416.05	100.0%	63,416.49	63,416.49	54,192.45	85.5%
Special Education Programs	4300	172,900.33	172,900.33	100.0%	276,073.19	276,073.19	183,452.39	66.5%
Title IV, Part A	4442	59,760.51	36,157.68	60.5%	34,776.00	34,776.00	31,967.63	91.9%
Medicaid Resources	4580			N/A		10,000.00	3,546.51	35.5%
ARP ESSER III	4689	214,418.93	214,418.93	100.0%				N/A
Miscellaneous Federal	4689			N/A	104,363.82	104,363.82		0.0%
Child Nutrition - Federal	4700	835,241.76	581,860.92	69.7%	650,000.00	650,000.00	598,252.99	92.0%
Total Revenue		13,010,292.29	10,432,449.37	80.2%	12,727,419.07	15,281,325.71	11,766,896.38	77.0%
Lapsed Appr/Estopped Warr.	6130/40	29,291.87	7,864.64					
Interfund Transfers	6200	69,133.20	-		(20,334.72)	(20,334.72)	(20,334.72)	
Net Assets - Beginning		4,713,475.42	4,713,475.42		4,923,563.51	4,923,563.51	4,923,563.51	
Balance Available		\$ 17,822,192.78	15,153,789.43		17,630,647.86	20,184,554.50	16,670,125.17	

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

<u>Expenditures</u>	<u>Object Code</u>	<u>2024-25 Actual</u>	<u>2024-25 As of 4/30/25</u>	<u>% of YTD to Actual</u>	<u>2025-26 Budgeted</u>	<u>2025-26 Estimated Budget</u>	<u>2025-26 As of 4/30/26</u>	<u>% of YTD to Budg.</u>
Salaries	100	\$ 6,786,676.02	5,365,667.40	79.1%	7,520,304.00	7,520,304.00	5,533,057.44	73.6%
Employee Benefits	200	1,366,180.91	1,078,160.33	78.9%	1,515,488.00	1,515,488.00	1,141,266.59	75.3%
Worker's Comp./State Unempl.	270-280	44,547.03	29,000.22	65.1%	43,778.00	17,539.00	12,573.00	71.7%
Professional Services	300	939,569.97	743,328.20	79.1%	555,994.00	895,175.54	660,839.46	73.8%
Utility Services	410	209,813.56	172,281.16	82.1%	349,927.00	258,000.00	225,197.98	87.3%
Cleaning Services	420	265,813.40	179,561.48	67.6%	254,322.00	268,149.96	206,368.17	77.0%
Repairs and Maintenance Services	430	114,948.62	78,205.10	68.0%	66,384.00	140,293.37	112,740.57	80.4%
Rentals or Lease Services	440	225,191.96	195,908.41	87.0%	945,012.00	886,524.59	769,411.21	86.8%
Construction Services	450			N/A		13,167.22	13,167.22	100.0%
Student Transportation	510	661,714.89	588,655.94	89.0%	800,958.00	890,307.83	887,693.91	99.7%
Insurance Services	520	121,519.00	121,519.00	100.0%	125,906.00	327,881.93	195,637.01	59.7%
Communications Services	530	28,270.86	19,204.10	67.9%	9,456.00	29,366.31	26,330.13	89.7%
Advertising	540	7,749.47	4,494.63	58.0%	25,000.00	20,071.70	8,494.16	42.3%
Printing	550	9,594.65	4,083.65	42.6%	25,000.00	20,411.49	9,999.38	49.0%
Food Service Management	570	508,128.92	461,489.68	90.8%	656,250.00	826,256.05	826,256.05	100.0%
Out-of-District Travel	580	47,748.72	24,795.71	51.9%	20,184.00	37,122.93	28,208.22	76.0%
Commodity Distribution	599	2,091.65	2,091.65	100.0%	3,040.00	3,000.00	2,250.02	75.0%
General Supplies	610	236,002.52	138,648.93	58.7%	213,525.00	529,974.51	344,118.70	64.9%
Energy (Elect., Natural Gas, & Fuel)	620			N/A		7,936.46	7,936.46	100.0%
Books	640	70,062.46	45,592.19	65.1%	41,295.00	16,275.16	15,715.06	96.6%
Furniture, Fixtures, Tech, etc.	650	221,865.86	127,763.45	57.6%	326,346.00	408,397.69	294,064.10	72.0%
Student and Staff	680	41,395.96	20,673.87	49.9%	14,110.00	35,686.71	26,860.52	75.3%
Property	700	784,070.79	642,317.18	81.9%		52,523.99	16,680.99	31.8%
Sponsor Fees	805	104,025.69	77,389.29	74.4%	88,341.00	90,000.00	74,339.45	82.6%
Dues and Fees	810	38,758.29	31,989.58	82.5%	328,759.00	43,840.40	17,220.00	39.3%
Staff Registration & Tuition	860	49,270.96	49,220.96	99.9%		47,321.34	42,446.34	89.7%
Reimbursement	930	13,617.11	11,401.12	83.7%	3,771.00	8,871.86	6,716.64	75.7%
Total Expenditures		12,898,629.27	10,213,443.23	79.2%	13,933,150.00	14,909,888.04	11,505,588.78	77.2%
Net Assets - Ending		\$ 4,923,563.51	4,940,346.20		3,697,497.86	5,274,666.46	5,164,536.39	

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	2025-26	% of YTD
	Codes	Actual	As of 4/30/25	to Actual	Budgeted	Estimated Budget	As of 4/30/26	to Budgeted
Building Fund								
<u>Revenue</u>								
Redbud Grant	3435	662,537.01	384,271.46	58.0%	730,620.00	730,620.00	425,462.39	58.2%
Total Revenue		662,537.01	384,271.46	58.0%	730,620.00	730,620.00	425,462.39	58.2%
Interfund Transfers								
Net Assets - Beginning	6110	614,029.27	614,029.27		1,513,724.68	1,513,724.68	1,513,724.68	
Total Revenue Available		1,696,324.68	998,300.73		2,244,344.68	2,244,344.68	1,939,187.07	
<u>Expenditures</u>								
Repairs & Maint. Services	430	37,500.85	24,379.16	65.0%	5,000.00	8,372.06	3,522.06	42.1%
Property Services	440			N/A	1,000,000.00	1,021,812.76	899,480.67	88.0%
Supplies & Materials	600			N/A	50,000.00	50,000.00		0.0%
Capital Improvements	700	145,099.15	7,892.50	5.4%	50,000.00	52,453.88	52,453.88	100.0%
Total expenditures		182,600.00	32,271.66	17.7%	1,105,000.00	1,132,638.70	955,456.61	84.4%
Ending Net Assets		<u>\$1,513,724.68</u>	<u>966,029.07</u>		<u>1,139,344.68</u>	<u>1,111,705.98</u>	<u>983,730.46</u>	

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	2025-26	% of YTD
	Codes	Actual	As of 4/30/25	to Actual	Budgeted	Estimated Budget	As of 4/30/26	to Budgeted
Gifts Fund								
<u>Revenue</u>								
Interest Earnings	1300	\$ 84,649.34	71,237.92	84.2%		75,000.00	61,037.71	81.4%
Donations	1610	799,111.52	445,456.44	55.7%		450,000.00	249,342.71	55.4%
Correcting Entries	5000	1,824.75		0.0%				N/A
Total Revenue		885,585.61	516,694.36	58.3%	-	525,000.00	310,380.42	59.1%
Lapsed Appr/Estopped Warr.	6130/40	1,749.65						
Interfund Transfers	6200	(139,585.89)						
Net Assets - Beginning	6110	1,701,625.84	1,701,625.84		2,223,322.47	2,223,322.47	2,223,322.47	
Total Revenue Available		2,449,375.21	2,218,320.20		2,223,322.47	2,748,322.47	2,533,702.89	
<u>Expenditures</u>								
Professional Services	300	1,250.00		0.0%		2,000.00		0.0%
Rentals or Lease Services	440	25,475.56		0.0%	405,000.00	427,054.00	404,054.00	94.6%
Student Transportation	510	3,755.50		0.0%		907.92		0.0%
Printing and Binding	550	4,055.11	55.11	1.4%				N/A
Staff Travel	580	1,300.00	597.23	45.9%		1,300.00	762.94	58.7%
Supplies & Materials	600	24,837.82	7,704.50	31.0%	32,000.00	35,411.82	28,683.33	81.0%
Capital Improvements	700	100,000.00	100,000.00	100.0%				N/A
Scholarships	880	63,554.00	63,554.00	100.0%	50,000.00	50,000.00	49,416.00	98.8%
Reimbursement	930	1,824.75		0.0%				N/A
Total expenditures		226,052.74	171,910.84	76.0%	487,000.00	516,673.74	482,916.27	93.5%
Ending Net Assets		\$2,223,322.47	2,046,409.36		1,736,322.47	2,231,648.73	2,050,786.62	

SUPPLEMENTAL INFORMATION

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

	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	704,848.99	396,801.32
October	564,164.00	466,985.20	678,943.20	600,301.89	712,561.31	611,585.79
November	587,179.52	453,912.98	672,114.42	252,256.99	708,542.48	410,094.87
December	539,486.96	793,939.07	675,441.73	388,316.76	710,882.27	450,809.46
January	560,652.37	227,122.85	686,033.45	736,808.02	701,594.79	362,113.62
February	563,389.20	419,531.38	688,236.63	315,209.09	702,197.45	518,749.49
March	521,169.51	584,663.91	662,472.40	354,946.52	687,975.41	501,648.10
April	554,070.31	362,726.64	691,112.80	227,354.32	688,425.91	694,235.24
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>6,674,324.03</u>	<u>4,831,264.75</u>
		<u>12,281,984.26</u>		<u>12,898,629.27</u>		<u>11,505,588.78</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	593,769.47	596,083.72	670,611.43	539,425.94	704,848.99	396,801.32
October	564,164.00	466,985.20	678,943.20	600,301.89	712,561.31	611,585.79
November	587,179.52	453,912.98	672,114.42	252,256.99	708,542.48	410,094.87
December	539,486.96	793,939.07	675,441.73	388,316.76	710,882.27	450,809.46
January	560,652.37	227,122.85	686,033.45	736,808.02	701,594.79	362,113.62
February	563,389.20	419,531.38	688,236.63	315,209.09	702,197.45	518,749.49
March	521,169.51	584,663.91	662,472.40	354,946.52	687,975.41	501,648.10
April	554,070.31	362,726.64	691,112.80	227,354.32	688,425.91	694,235.24
May						
June						
	<u>\$ 5,304,819.12</u>	<u>4,160,034.40</u>	<u>6,470,670.21</u>	<u>3,742,773.02</u>	<u>6,674,324.03</u>	<u>4,831,264.75</u>
		<u>9,464,853.52</u>		<u>10,213,443.23</u>		<u>11,505,588.78</u>

FOR INTERNAL USE ONLY

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Coversheet

Approval of Quote with CodeCombat

Section:	II. Consent Agenda
Item:	F. Approval of Quote with CodeCombat
Purpose:	
Submitted by:	
Related Material:	Code Combat - 6_8_2026 to 5_31_2027.pdf



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

CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Code Combat
Description of Service:	Computer Science curriculum
Jurisdiction or Governing Law:	US
Term of contract:	6/8/2026 to 5/31/2027
Funding Source:	HS Discretionary
Total Cost:	\$4,900
THA Signer:	Chief Academic Officer
Contract Type:	Renewal If Renewal, price change notes: None
Termination Clause:	N/A
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	None
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

This will be the third year we have used this curriculum and vendor.



Tulsa Honor Academy High School

Quote 1009362

Quote Expiration Date: 08 / 27 / 2026

CodeCombat Inc.	
2261 Market Street #4388	Contact Name: Noah Williams
San Francisco, CA, 94114	Email: noah@codecombat.com
Bill to Tulsa Honor Academy High School	
1421 S Sheridan Rd	Contact name: Kaitlyn Walden
Tulsa ,OK 74112	Email: kwalden@tulsahonor.org
Invoice Information	
Invoicing Contact Name:	
Invoicing Contact Email:	
Should we wait on a PO before sending an invoice?	

Subscription Term	
Subscription Start Date: 8/27/2026	Subscription End Date: 8/27/2027



Tulsa Honor Academy High School

Name	Price	QTY	# of Years	Additional Discount	Subtotal
Student Licenses (annual) - Bulk License Tier 2 students (30% discount off \$70/license)					
☒ Annual Student Licenses Annual licenses for the full CodeCombat Suite. Grants full access to our K-12 computer science and project-based units, teacher dashboards, and curriculum resources. Includes: CodeCombat Jr. (K-5 block coding), Ozaria (CSTA aligned for MS), CodeCombat (with AP CSP & PCEP Cert), CodeCombat Worlds (Roblox) , AI HackStack (AI Literacy - ELA, Mathematics, Science, & CTE) , and AI Junior (coming soon!), as well as our competitive coding Esports: AI League & 2 free custom tournaments.	\$49.00	<u>100</u>	1	\$0.00	\$4,900.00
Student Licenses - Multi-year Promotion (ending September 30, 2026)					
☐ 18-Month License Option (10% off) 18-month licenses for the full CodeCombat Suite. Grants full access to our K-12 computer science and project-based units, teacher dashboards, and curriculum resources.	\$49.00	100	1.5	-\$735.00	\$6,615.00
☐ 2-Year License Option (15% off) Licenses for 2 years + FREE eSports	\$49.00	<u>100</u>	2	-\$1,470.00	\$8,330.00
☐ 3-Year License Option (20% off) Licenses for 3 years + FREE eSports <u>and</u> FREE PD	\$49.00	<u>100</u>	3	-\$2,940.00	\$11,760.00
eSports for Annual Licenses					
☐ eSports Custom Tournament The participating level provides a school/district access to a customized CodeCombat eSports tournament, including student-facing leaderboards, basic analytics, and access to all students' code	\$1,000.00	<u>1</u>	1	\$0.00	\$1,000.00
Professional Development for Annual Licenses					
☐ PD Certification (15% Renewal Promotion!) This entitles an instructor to 40 hours of self-paced PD. Certification meets all development standard credit hours and is aligned to CSTA PD standards/CTE CS for CSTA	\$2,000.00	<u>1</u>	1	-\$300.00	\$1,700.00



Tulsa Honor Academy High School

Teacher Implementation Training					
☐ Implementation Training Educators will be provided with a 60 min Onboarding Training for CodeCombat, AI Hackstack, <u>or</u> Ozaria and guidance on how to use CodeCombat to support specific institutional and instructional goals	\$500.00	1	1	\$0.00	\$500.00

Total Discount \$0.00

Total \$4,900.00



Order Instructions

To purchase CodeCombat please send a signed quote or purchase order to noah@codecombat.com

If your state charges tax, please provide a valid tax exemption certificate to noah@codecombat.com

*Customer's Subscription Start Date will commence no earlier than the signature date of this quote or PO.

PAYMENT TERMS

Payment Due Net 30 from Receipt of Invoice

Multi-year Subscriptions subject to early termination subject to 15-25% of annual license fee within the first year and subsequent years without proration.

CUSTOMER

Signature

Date

Name

Title

Coversheet

Approval of FY27 Agreement with Overgrad Inc.

Section:	II. Consent Agenda
Item:	G. Approval of FY27 Agreement with Overgrad Inc.
Purpose:	
Submitted by:	
Related Material:	Overgrad - 7_1_2026 to 6_30_2027.pdf



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

CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Overgrad
Description of Service:	This is THA's platform for sending out college documentation and tracking as well as our alumni tracking platform and communication system.
Jurisdiction or Governing Law:	Colorado
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	College Readiness
Total Cost:	8,125
THA Signer:	Chief Executive Officer
Contract Type:	Renewal If Renewal, price change notes: Increase due to some services increasing
Termination Clause:	The contract requires 60 days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	We currently hold a similar contract with them from last year.
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

OVERGRAD MASTER SERVICES AGREEMENT

This Overgrad Master Services Agreement (this “Agreement”) is entered into this **April 28, 2026** by and between **Tulsa Honor Academy (District)** (the “District”) and Overgrad Inc. (“Overgrad”). The District and Overgrad are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

As used in this Agreement, the “Services” are defined as the services available under this agreement via the Internet on the “Overgrad for Success” platform, as described on the Overgrad Order Form attached hereto as Exhibit A and inclusive of features and functionality provided by Third Party Services Providers. The Services are provided for use by the District in connection with the education and counseling it provides for its students.

As used in this Agreement, “Third-Party Service Providers” are companies whose services and/or products may be included in the Services.

As used in this Agreement, “Users” are those administrators, staff members, teachers, students and/or students’ parents of the District that have accounts with Overgrad to use the Services.

As used in this Agreement, “personal information” is defined as information that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personal information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social security number, student number or biometric record; or (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.

As used in this Agreement, “confidential student records and information” is defined as education records and personal information concerning District students, including but not limited to confidential student records and information collected and/or generated by Overgrad and the Third-Party Service Providers.

As used in this Agreement, “de-identified confidential student records and information” is defined as confidential student records and information from which all personal information, and the ability to determine any personal information, is removed.

As used in this Agreement, “collect” is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

2. Term and Termination of Agreement

2.1 Term

This Agreement shall commence on **July 01, 2026** (the “Commencement Date”) and shall continue through and including **June 30, 2027**, unless earlier terminated as provided herein (the “Initial Term”). This Agreement shall be automatically renewed for additional, successive terms of one (1) year each (each, an “Extension Term” and, together with the Initial Term, the “Term”) after the Initial Term unless either party gives notice to the other that it does not wish to renew the Agreement at least sixty (60) days prior to the end of the Initial Term or Extension Term, as applicable; provided, that Exhibit A attached hereto shall be updated prior to the commencement of each Extension Term in accordance with Section 3.2 below. The period from the Commencement Date to **June 30, 2027** is the initial “Contract Year” and each succeeding twelve (12) month period a “Contract Year.”

2.2 Termination for Cause

Notwithstanding the provisions of section 2.1 above, if either party is in breach of an obligation or covenant under this Agreement, the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within ten (10) business days after the breaching party's receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

If the District terminates this Agreement for cause as provided under section 2.2, it shall receive a pro-rata refund of its invoice payment made for the then-current Contract Year. Notwithstanding the immediately preceding sentence, if the District's termination of the Agreement is contested in any mutually agreed-upon arbitration or in any action at law or in equity, the District shall receive a pro-rata refund of its invoice payment made for the then-current Contract Year of the Agreement only if it is the substantially prevailing party.

If Overgrad terminates this Agreement for cause as provided under section 2.2, it shall be entitled to retain the District's invoice payment made for the then-current Contract Year. Notwithstanding the immediately preceding sentence, if Overgrad's termination of the Agreement is contested in any mutually agreed-upon arbitration or in any action at law or in equity, Overgrad shall be entitled to retain the District's invoice payment made for the then-current Contract Year only if it is the substantially prevailing party.

3. Rights and Obligations of the Parties

3.1 License

For the term of this Agreement, Overgrad grants the District a non-exclusive, non-transferable worldwide license to access and use the Services. For the term of this Agreement, the District grants to Overgrad the non-exclusive, worldwide right to use, copy, store, transmit and display all data provided by the District and/or User data ("Client Data") for the purposes of performing the Services.

The Services shall include a browser interface and data encryption, transmission, access, and storage (subject to commercially-reasonable limits as determined by Overgrad). The District and Users shall be responsible for their own Internet connections, communications and computer costs in connection with their access to and use of the Services.

The District shall not, without the prior written approval of Overgrad: (a) license, sublicense, sell, resell, transfer or assign the Services to any third party; (b) modify or make derivative works based upon the Services; or (c) commercially exploit the Services in any way. All rights concerning the Services not expressly granted to the District are reserved by Overgrad and its licensors.

The District shall not reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code of the Services.

3.2 Order Form and Invoice

In consideration for Overgrad providing the Services (as described in Exhibit A attached hereto), District shall pay Overgrad the amounts described in Exhibit A attached hereto. Such Exhibit A shall be updated prior to the commencement of any Extension Term under this Agreement. Overgrad shall provide District such updated Exhibit A at least ninety (90) days prior to the end of the then current term. All amounts due and payable under this Agreement shall be paid to Overgrad by wire transfer of immediately available funds to such bank accounts as may be designated in writing by Overgrad, or by such other reasonable means as Overgrad may designate in writing.

Overgrad reserves the right to suspend or terminate this Agreement, including the District's access to and use of the Services, if payment in full is not received by those dates set forth on Exhibit A attached hereto.

Fees paid for the Services are not contingent on whether the District actively accesses and/or uses the Services.

4. Third-Party Services

Overgrad does not endorse any sites on the Internet that are linked through the Services. Overgrad is providing these links only as a matter of convenience for the District's Users. Overgrad does not control the third-party sites and in no

event shall Overgrad or its licensors be responsible for any content, data practices, products or other materials on or available from such sites. The parties understand and agree that District's Users may independently choose to access and use one or more of the third-party sites on the Internet that are linked through the Services, and in so doing are solely responsible for: (a) understanding and complying with the terms and conditions of such access and use; (b) any financial obligations or transactions associated with such access and use; and (c) the provision of any personal information and/or any confidential student records and information to the third-party sites. The District retains the right to configure features which may enable or disable the District's Users access to third-party sites.

5. Warranty

OVERGRAD REPRESENTS AND WARRANTS THAT IT WILL PROVIDE THE SERVICES IN A MANNER CONSISTENT WITH GENERAL INDUSTRY STANDARDS REASONABLY APPLICABLE TO THE PROVISION THEREOF, AND THAT THE SERVICES WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE HELP SUPPORT AND FAQs DOCUMENTATION ON OVERGRAD'S WEBSITE UNDER NORMAL USE AND CIRCUMSTANCES. EXCEPT FOR THIS SPECIFIC LIMITED WARRANTY, OVERGRAD AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, ARISING IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE), INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

5.1 Additional Terms

By accessing or using any features of the Services that incorporate artificial intelligence or machine learning technologies (collectively, "AI Features"), you agree to the following additional terms:

District agrees to use the AI Features only in compliance with this Agreement and all applicable laws. District understands that the AI Features may generate results, responses, or other content generated by the system ("Outputs") that are inaccurate, incomplete, or otherwise unexpected, and District is solely responsible for evaluating, verifying, and determining the appropriateness of any Outputs before relying on, sharing, or using them.

District must not use the AI Features to generate, transmit, or disseminate unlawful, harmful, fraudulent, misleading, discriminatory, defamatory, or otherwise objectionable content, or in connection with legal purposes where reliance on machine-generated Outputs could result in harm. District may not attempt to reverse-engineer, extract, copy, or otherwise derive the underlying models, algorithms, or systems of the AI Features, or use the AI Features in any manner that infringes, misappropriates, or otherwise violates the rights of any third party, including intellectual property, privacy, or publicity rights.

District is responsible for ensuring that any data or information it submits to the AI Features ("Inputs") is accurate, lawful, and free from viruses, malicious code, or other harmful content. Because the AI Features may process Inputs and Outputs through third-party providers, District should not submit personal, confidential, or sensitive information unless District understands and accepts the risks of doing so.

District agrees to indemnify, defend, and hold harmless Overgrad, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, and agents, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to District's misuse of the AI Features, District's reliance on any Outputs, or District's violation of this Agreement or applicable law.

THE AI FEATURES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND DISTRICT'S USE OF THE AI FEATURES IS AT DISTRICT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OVERGRAD DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE AI FEATURES WILL BE ACCURATE, RELIABLE, ERROR-FREE, UNINTERRUPTED, OR FREE FROM BIAS, OR THAT THEY WILL MEET DISTRICT'S EXPECTATIONS OR PRODUCE ANY PARTICULAR RESULTS. ANY OUTPUTS, RECOMMENDATIONS, OR CONTENT GENERATED BY THE AI FEATURES ARE FOR

INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE LEGAL OR OTHER PROFESSIONAL ADVICE. DISTRICT SHOULD NOT RELY ON SUCH OUTPUTS AS A SUBSTITUTE FOR INDEPENDENT PROFESSIONAL JUDGMENT OR EXPERTISE.

5.2 Interactive Areas

The Services may contain discussion forums in which the District, Users and/or third-parties may post reviews of, make recommendations for or give ratings of content, events, products, services or Third-Party Service Providers, or in which the District, Users and/or third-parties may post other content, messages, materials or other items ("Interactive Areas"). If Overgrad provides such Interactive Areas, the District is solely responsible for the District's use of such Interactive Areas and shall use them at the District's own risk. The District acknowledges and agrees that Overgrad may set up any such forum to be accessible by all clients and Users or by certain clients and Users selected at the sole discretion of Overgrad or any designee chosen by Overgrad. Eligibility for access or membership in any given forum (or any continued access and membership) shall be determined by Overgrad or its designee in Overgrad's sole discretion, and the District may not be given access to certain forums. District also agrees to comply with any "Acceptable Use" policies with respect to such Interactive Areas that Overgrad may establish from time to time.

No review, recommendation or rating within the Services or in any Interactive Area shall be deemed to be an endorsement by Overgrad of any particular matter that is the subject of the review, recommendation or, if such matter is a Third-Party Service Provider, a guarantee of such provider's quality, competency, qualifications, experience, resources, character, honesty, integrity, responsiveness or other personal and professional characteristics.

Overgrad takes no responsibility and assumes no liability for any content posted, stored or uploaded by the District or any third party, nor is Overgrad liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity the District may encounter. As a provider of interactive services, Overgrad is not liable for any statements, representations or content provided by its clients and Users in any public forum, personal home page or other Interactive Area. Although Overgrad has no obligation to screen, edit, or monitor any of the content posted to or distributed through any Interactive Area, Overgrad reserves the right, and has absolute discretion, to remove, screen, or edit without notice any content posted or stored within the Services at any time and for any reason, and the District is solely responsible for creating backup copies of and replacing any material the District posts or stores in these areas at the District's sole cost and expense.

Any use of the Interactive Areas or other portions of the Services by the District in violation of the foregoing is a violation of this Agreement and may result in, among other things, termination or suspension of the District's rights to use the Interactive Areas and/or the Services, subject to the right to cure provided for in section 2.2. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Overgrad's systems and customers, or to ensure the integrity and operation of Overgrad's business and systems, Overgrad may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted content.

Overgrad does not and cannot review all content submitted by clients and Users of the Services, and Overgrad therefore does not make any representation or warranty with respect to such content and does not endorse any specific products or services which may be included in any such content. However, Overgrad reserves the right to block or remove content or communications that Overgrad determines, in its discretion, to be in violation of this Agreement.

5.3 DMCA

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Overgrad reserves the right to remove any material on the Service which allegedly infringes another person's copyright. If the District believes in good faith that materials hosted by Overgrad infringe the District's copyright, the District (or the District's agent) may send Overgrad a notice requesting that the materials be removed, or access to the materials be blocked. Such notice must meet statutory requirements imposed by the DMCA and must be in writing and include the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

(b) a description of the copyrighted work that the District claims has been infringed, describing the work and, where possible, including a copy or the location (e.g., URL) of an authorized version of the work; (c) a description of the material that the District claims is being infringed, as well as its location within the Service; (d) the District's name, address, telephone number, and e-mail address; (e) a statement by the District that the District has a good faith belief that the disputed use of the materials is not authorized by the copyright owner, its agent or the law; and (f) a statement by the District, made under penalty of perjury, that the above information in the District's notice is accurate to the best of the District's knowledge, information and belief, and that the District is the copyright owner or authorized to act on the copyright owner's behalf. If the District believes in good faith that a notice of copyright infringement has been wrongly filed against the District, the DMCA permits the District to send Overgrad a counter-notice. Notices and counter-notices for the Service should be sent to: Greg Leighton, 150 N. Riverside Plaza, Suite 3000 Chicago, IL 60606. Overgrad suggests that the District consult its legal advisor before filing a notice or counter-notice and that the District be aware that there can be substantial penalties for false claims.

6. Intellectual Property and Data

6.1 Intellectual Property

Overgrad alone (and its licensors, where applicable) owns all right, title and interest, including all related and applicable copyright, patent, trademark and other proprietary rights ("Intellectual Property" rights), in and to the Services and will own any suggestions, ideas, enhancement requests, feedback and recommendations provided by the District, Users, or any other party relating to the Services. This Agreement is not a sale and does not convey any rights of ownership in or related to the Services or Intellectual Property owned by Overgrad to the District or Users. Unless otherwise agreed to in writing, no right or license is granted to use the Overgrad logo and product names associated with the Services; provided, however, that the District may link to the homepage of an Overgrad website or to the Services from another website for the purposes of directing Users to the website or the Services and that such link may include the Overgrad name and relevant product name(s). The District may not frame any page of an Overgrad website.

6.2 Ownership of Confidential Student Records and Information

All confidential student records and information disclosed to Overgrad and Third-Party Service Providers under this Agreement shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights, belong to and are retained solely by the District. The District hereby grants to Overgrad a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations specified under this Agreement.

6.3 Security of Confidential Student Records and Information

Overgrad shall maintain a formal security program ("Security Standards") which is designed to: (i) promote the security and integrity of confidential student records and information; (ii) protect against threats or hazards to the security or integrity of confidential student records and information; and (iii) prevent unauthorized access to confidential student records and information. Overgrad shall provide to District Overgrad's current Security Standards (or a summary thereof) upon written request. Overgrad may modify the Security Standards from time to time, but such changes will not materially degrade the security efforts with respect to confidential student records and information.

The District is responsible for any and all activities that occur under the District's and its Users' accounts. The District shall: (i) maintain the confidentiality of Users' names and passwords; (ii) notify Overgrad immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to Overgrad immediately and use reasonable efforts to stop immediately any use of the Services inconsistent with the terms of License provided in section 3.1 herein that is known or suspected by the District; (iv) assure that use of the Services shall at all times comply with all applicable local, state, federal, and international laws, regulations, conventions, including without limitation those related to data collection, use, disclosure and privacy, international communications, and the exportation of technical or personal data; (v) assure that use of the Services shall at all times conform to the terms and conditions of this Agreement; and (vi) not impersonate another user of the Service or provide false identity information to gain access to or use the Services. Without limiting the generality of section (iv),

the District shall comply with all applicable data security laws, regulations and business guidance published by the Federal Trade Commission, and implement, maintain, and update (as appropriate) reasonable security policies, procedures and practices appropriate to the nature of the personal information collected through the Services, in order to protect such information from unauthorized access, destruction, use, modification, or disclosure.

District shall be solely responsible for all acts or omissions of any person using the Service(s) via access methods provided by District, and all transmissions generated by use of such access provided by District shall be deemed to have been authorized by District and made by a User. District is responsible for all use of the Service(s) by Users and their compliance with the Agreement. District hereby agrees to indemnify Overgrad for any claims, and hold Overgrad harmless against any losses, arising from any claims from Users arising due to any breach by District of any of its representations, warranties or covenants under this Agreement.

6.4 FERPA

In the event the District is subject to the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the parties agree as follows:

The District appoints Overgrad as a "school official" as that term is used in FERPA §99.7(a)(3)(iii) and 99.31(B) and as interpreted by the Family Policy Compliance Office, and determines that Overgrad has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement.

The District acknowledges and agrees that it has received all necessary signed and dated written consents from the students' parents or legal guardians, or if the student User is age 18 or older, signed and dated written consent from the eligible student to provide User data for the purpose of receiving the Services. In accordance with FERPA, the parties agree that any consents may be made electronically.

Overgrad acknowledges that it shall be bound by all relevant provisions of FERPA, including to operate under the direct control of the District with respect to the District's data, and agrees that personal information obtained from the District by Overgrad in the performance of this Agreement will not be disclosed to third parties except to fulfill Overgrad's responsibilities under the Agreement.

6.5 Third-Party Data Handling

In such limited cases where personal information from the District must be disclosed to third parties in order to fulfill Overgrad's responsibilities to the District under this Agreement, Overgrad agrees that third parties:

- will receive the minimally required personal information to fulfill their services on behalf of Overgrad to the District and its Users;
- are contractually bound to protect the information using industry standards reasonable to the type of information submitted;
- are contractually bound to use personal information only in performance of Services to the District on behalf of Overgrad, and may make no further use of that information; and
- must delete personal information upon completion of performing the Services, or otherwise at the request of Overgrad or at the direction of the District.

6.6 COPPA

Without limiting the generality of Section 6.3(iv) of this Agreement, in the event that the District's use of the Services subjects the District to the provisions of the Children's Online Privacy and Protection Act ("COPPA"), the District acknowledges that it shall fully comply with COPPA and any rules or regulations promulgated thereunder.

6.7 Use of Confidential Student Records and Information

Under this Agreement, Overgrad may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) Overgrad shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations specified under this Agreement; and (b) at the conclusion of the term of this Agreement, Overgrad shall, as directed by the District,

permanently delete or destroy all personal information from confidential student records and otherwise in its possession, custody or control, or return such personal information to the District.

It is understood that the only student information collected by Overgrad is that information supplied by the District. The District, not Overgrad or the Third-Party Service Providers, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information under FERPA.

Overgrad may retain and use on an irrevocable, perpetual and royalty-free basis, any data provided by the District: (i) for purposes of providing the Services; (ii) if applicable, the management of Overgrad's billing of District; and (iii) for Overgrad's legitimate business purposes, including: (A) to develop, use, aggregate and distribute generalized trend, benchmarking, statistical analyses and usage information and (B) to market products and services of Overgrad (collectively, "Service Analyses"); provided, in the case of either (A) or (B), the information has been rendered non-District identifiable (including not identifiable in relation to any of District's Users) and is aggregated with other information obtained by Overgrad. Overgrad retains all Intellectual Property Rights in Service Analyses.

If Overgrad or any of the Third-Party Service Providers fail to comply with any of the foregoing requirements in sections 4, 5, 6.1, 6.2, 6.3 or 6.4 at any time during or after the term of this Agreement the District may, as applicable, terminate this Agreement for cause subject to the right to cure provided for in section 2.2 and disqualify Overgrad and/or the applicable Third-Party Service Providers from future contracts with the District.

The District agrees and acknowledges that Overgrad has no obligation to retain Client Data, and may delete Client Data, more than thirty (30) days after termination. Upon termination of this Agreement, or at the discretion of the District, the District may request in writing that Client Data be deleted, and Overgrad shall comply with such written request within thirty (30) days after termination. Overgrad has no obligation to retain Client Data if the District or User has materially breached this Agreement and such breach has not been cured within thirty (30) days of notice of such breach. Overgrad has no obligation to retain Client Data if the account is delinquent, and such Client Data may be irretrievably deleted. Nothing herein limits in any way Overgrad's ability to retain and use data as set forth in Section 6.7.

7. Limitation of Liability

IN NO EVENT SHALL OVERGRAD'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING DISTRICT'S USE OR RELIANCE UPON THE AI FEATURES OR ANY OUTPUTS GENERATED BY THEM) EXCEED THE PRO RATA FEES PAID IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM BY THE DISTRICT TO OVERGRAD UNDER THIS AGREEMENT, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE.

IN NO EVENT SHALL OVERGRAD OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF DATA, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE.

THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. OVERGRAD IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

8. Notices and Communications

All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party and attention of the appropriate individual set forth below; or (b) sent via e-mail to the other party via the e-mail address of the appropriate individual set forth below.

Tulsa Honor Academy (District)

1421 South Sheridan Road

Tulsa, OK, 74112

Attn: **Samantha Markley**
Email: smarkley@tulsahonor.org

Overgrad Inc.
3520 Coneflower Dr
Fort Collins, CO 80521
Attn: Ryan Hoch
Email: ryan@overgrad.com

9. Miscellaneous

9.1 No Assignment

Neither party shall assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld for any reason or no reason as determined by the other party in its sole discretion; provided that either party may sell, transfer or assign this Agreement to a successor-in-interest to the party, whether by way of an asset sale, stock sale, merger, change of control, or otherwise.

9.2 No Waiver

The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

9.3 Amendment or Modification

No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and Overgrad in the same manner and with the same formality as was done for this Agreement.

9.4 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflicts of laws rules. Any action or proceeding seeking relief under or with respect to this Agreement shall be brought solely in the federal District court located in Colorado or in those courts located in the County of Larimer, State of Colorado.

9.5 No Third-Party Beneficiary

Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and Overgrad. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person (including Users) other than the District or Overgrad. It is the express intent of the parties that any person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

9.6 Attorney Fees and Costs

In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of this Agreement, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

9.7 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

9.8 Headings

The headings used in this Agreement are for convenience only and shall have no effect upon the construction or

interpretation of this Agreement.

9.9 Entire Agreement

This Agreement constitutes the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

9.10 Warranty of Authority

The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective Districts and bind their respective Districts to the terms of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the District and Overgrad have signed this Agreement as of the date first set forth above.

OVERGRAD INC.

Name: Ryan Hoch

Title: Chief Executive Officer

Date: April 28, 2026

Tulsa Honor Academy (District)

By: _____

Name: _____

Date: _____

EXHIBIT A

OVERGRAD ORDER FORM

COMPENSATION – INITIAL TERM

In consideration for the Services provided to District under this Agreement, District shall pay to Overgrad, in United States Dollars, the following payments (collectively the “Payment”):

Total Contract Amount: \$8,125.00 shall be due and payable by District to Overgrad within thirty (30) days of **July 01, 2026**.

Product or Service	Subscriber	Quantity	Unit	Price / Unit	Start Date	End Date	Price
Complete	Tulsa Honor Academy (District)	500	Enrollment	\$15.00	July 01, 2026	June 30, 2027	\$7,500.00
NSC Report	Tulsa Honor Academy (District)	1	Report	\$625.00	July 01, 2026	June 30, 2027	\$625.00
Total							\$8,125.00

COMPENSATION – EXTENSION TERM*

** If Overgrad intends to modify pricing for any Extension Term, Overgrad shall provide an updated Exhibit A at least ninety (90) days prior to the end of the then-current term. If no updated Exhibit A is provided, the pricing from the prior term shall remain in effect.*

Exhibit B:

Channel Partner Agreement Between Overgrad and National Student Clearinghouse

Clearinghouse Terms

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse ("Clearinghouse"), a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, and the undersigned high school or high school district ("School") agree as follows:

1. The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements.
2. The School wants to obtain information on the attendance of its former students in postsecondary institutions and improve the manner in which the diplomas it has granted to its students are verified to prospective employers and others. The School wishes to use the services of the Clearinghouse to assist in the functions as described below. Individual attachments may be added, deleted or modified by mutual written agreement.
3. The School will transmit to Overgrad lists of its graduates ("Graduates"). Initially, it will transmit a list of Graduates dating back up to eight (8) years and, thereafter, will submit lists of new graduates each year after conferral of diplomas. The School agrees that it will submit its Graduates files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse. Overgrad, acting on behalf of the School, may conform the data to Clearinghouse standards and submit the data to the Clearinghouse. The listing shall indicate which students have blocked the release of "directory information" under the Family Education Rights and Privacy Act ("FERPA"). School will provide the Clearinghouse with any requested necessary information on School's FERPA Directory Information policy. The School will promptly inform the Clearinghouse of any newly placed directory information blocks. The Clearinghouse will promptly refer to the School any requests it receives from individual students either to correct or block records received from the School but will not modify or block records without instruction from the School.
4. Upon request, the Clearinghouse will compare the School's Graduates with its database and provide the School with data on the subsequent enrollment and educational achievements of its students at postsecondary institutions. In addition to the Graduates file, the School may also submit through Overgrad lists of graduates and other former students in a format reasonably required by the Clearinghouse ("StudentTracker Request Files"), and the Clearinghouse will provide data on the subsequent enrollment and educational achievements of these students at postsecondary institutions. The Clearinghouse reserves the right to reasonably limit the number of Request Files submitted by the School per calendar year.
5. The Clearinghouse will not release any personally identifiable information except as specifically provided under this Agreement, including Exhibits. The Clearinghouse may not in any way use or supply student personally identifiable information obtained hereunder beyond the specific purposes set forth in this agreement. The Clearinghouse agrees that data provided by the School under the agreement may not be sold by Clearinghouse, or be used by the Clearinghouse to amass a student profile or conduct targeted advertising.
6. In the event either party determines that an event has occurred that reasonably leads it to believe that there has been an unauthorized or improper disclosure of the information exchanged under this agreement that party will promptly notify the other unless specifically directed not to make such notification by law enforcement. Such notification will include the nature of the incident, the information compromised and the action taken. The parties will cooperate and keep each other fully informed until the incident is resolved. Either party shall have the right to immediately suspend service under this Agreement until the resolution of such incident.
7. The services provided by the Clearinghouse under this Agreement will be paid for by the School through Overgrad, which will be responsible for paying Clearinghouse for the services provided.
8. The Clearinghouse uses its best efforts to review, interpret, and follow publicly disseminated guidance on FERPA in the development and operation of its services and provides for the release of only unblocked directory information

unless FERPA authorizes release without consent. The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations. The School will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. Both the Clearinghouse and the School agree to comply with all applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information exchanged with and maintained by the Clearinghouse.

9. The School agrees that it may only disclose the data provided by the Clearinghouse to school boards and school officials whom it has determined to have legitimate educational interests. The School agrees that it will not release data provided by the Clearinghouse to any other individuals, institutions, or organizations, other than those identified above, either in student or postsecondary institution identifiable form, without the Clearinghouse's express written permission and payment of any additional fees that may be required.

11. The School understands and agrees that Clearinghouse will provide Overgrad with the reports generated as part of the services provided under this Agreement. Overgrad will provide the reports to the School, and may also use data in such reports to provide additional services to the School under a separate agreement between the School and Overgrad.

12. In the event the School is required to disclose any data provided hereunder which could potentially identify individuals or specific postsecondary institutions pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, the School must provide the Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with the Clearinghouse's efforts to obtain a protective order. The parties further agree that any exclusion effected pursuant to this provision is authorized only to the minimum extent necessary to allow the School to comply with a legal rule or order compelling the disclosure of information and shall not constitute a general waiver of the obligations of confidentiality under this Agreement.

13. The School agrees to:

- Ensure that only authorized personnel whom it has determined to have legitimate educational interests will be provided with access to the Clearinghouse's secure website, and that such access will be immediately terminated when those personnel leave the School's employment.
- Take all necessary steps to ensure that authorized personnel do not share their Clearinghouse website user names and passwords with other individuals or entities.

14. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems so that it releases information solely to authorized entities or individuals in accordance with the terms of this Agreement and applicable law. Such controls will adhere to best practices and standards within the education community related to information security and will include technical, operational and physical controls which will be reflected in a comprehensive information security policy. The Clearinghouse will provide periodic security training to its employees who operate or have access to the database and data transmission systems. The Clearinghouse agrees to indemnify and hold the School harmless from any direct loss, cost, damage or expense suffered by the School as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The Clearinghouse will maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).

The School may audit the performance by the Clearinghouse of its duties and obligations hereunder at the Clearinghouse offices during normal business hours but no more frequently than annually. Audits require 30 days advanced notice and will be scheduled at a mutually convenient date.

The Clearinghouse will not retain or release personally identifiable information provided by the School except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the School under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information. The School retains full ownership rights to the information in the education records it provides to the Clearinghouse. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any information that has been provided to it by the School. The Clearinghouse agrees to destroy all

information provided under this Agreement: (1) at the School's request; (2) when the data is no longer needed to achieve this Agreement's purposes; (3) upon termination of this Agreement; or (4) as otherwise required by State or Federal law. School agrees that Clearinghouse may maintain data provided by the State, when such data is needed to satisfy audit or other State and Federal legal and regulatory requirements. Certification of this destruction will be at the School's request per the Clearinghouse's data deletion policy, or as otherwise may be required by the School.

In the event School is required by law or regulation to provide parents or eligible students, access to, or correction of student data, Clearinghouse agrees to facilitate access and correction of data shared under this Agreement.

The School agrees to acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements that utilize StudentTracker data that the source of the data is the StudentTracker service from the National Student Clearinghouse.

The School agrees to provide all notices to the Clearinghouse under this Agreement to:

National Student Clearinghouse
2300 Dulles Station Blvd., Suite 300
Herndon, VA 20171
Attn: Contract Administrator
Electronically: contracts@studentclearinghouse.org
Fax: 703-742-4234

The Clearinghouse agrees to provide all notices under this Agreement to Overgrad. The Clearinghouse considers Overgrad its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.

The effective date of this Agreement is the date by which it is signed by both parties. This Agreement will remain in effect as long as School has an active account with Overgrad for the services provided under this Agreement and Overgrad and the Clearinghouse have an active agreement whereby Overgrad is permitted to offer these services on behalf of the Clearinghouse. The parties agree that any subsequent modifications to this Agreement will be made only in writing. The Clearinghouse may assign this Agreement without consent to a successor or wholly owned subsidiary.

23. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Agreement for any reason and in any manner and will remain in full force and effect between the parties.

Coversheet

Approval of Proposal from H2I Group Inc.

Section:	II. Consent Agenda
Item:	H. Approval of Proposal from H2I Group Inc.
Purpose:	
Submitted by:	
Related Material:	H2I Group - 7_1_2026 to 7_30_2026.pdf



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

CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	H2I Group
Description of Service:	Gym Service
Jurisdiction or Governing Law:	State of OK
Term of contract:	7/1/2026 to 7/30/2026
Funding Source:	General Fund
Total Cost:	\$7,550
THA Signer:	Board Chair
Contract Type:	New Contract 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:	None
Notes for Clarity:	None

NOTES FROM THA STAFF

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



PROPOSAL 129742

SOURCEWELL #031622-H2I

To: Tulsa Honor Academy

ATTN: Chandler Moore

Location: 1421 S Sheridan Rd Tulsa, OK 74122

Date: 6/8/2026

Project: Tulsa Honor Academy Gym Service 2026

Price includes Material, Freight, Installation, Travel, overnight.....\$7,550.00

Breakdown...

PM Service on 2 banks of 14 row Telescopic bleachers.

PM Service on 2 Basketball structures

PM Service 1 Nevco Scoreboard

Qualifications:

1. Pricing is subject to revision after 30 days.
2. We reserve our right to a schedule extension; or change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable control and which prevents us from performing our obligations (Examples but not limited to: acts of God; strikes or other labor disturbances; delays in transportation; war; acts of terrorism; epidemics; pandemics; (such as COVID-19); etc.).

Excludes:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Any liquidated, consequential, and/or actual damages clauses.
3. Any electrical work, connections, and materials (high or low voltage)
4. Any equipment cleaning not listed above
5. Any additional structural building support
6. Engineer stamps
7. Any custom graphics/colors
8. Storage of product on site/warehouse
9. Any products, parts, or services not listed above
10. Bonds

Note: Clean-up is to be limited to removing all debris, dirt, and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom-clean and orderly.

SEE LAST PAGE for Terms & Conditions

This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract," 1996 Edition or a subcontract form otherwise acceptable to H2I Group, Inc.

TERMS: Net 30 Days

ACCEPTED: Company _____
Name _____
Date _____

RESPECTFULLY,
H2I Group, Inc.
Hector Zatarain – Service Sales Representative
hzatarain@h2igroup.com
(469) 636-8271





PROPOSAL 129742

H2I Group Inc. Terms and Conditions

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H2I Group Inc. (hereinafter H2I). By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by H2I. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage, and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading, and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Site Conditions

A smooth, level, and clean sub-floor shall be provided or as required by H2I. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of H2I shall entitle H2I to an equitable adjustment of time and contract price.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. H2I reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with H2I and its subsidiaries. H2I and its subsidiaries may, if payment for work performed by H2I will pass thru from a third party require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or a personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by H2I shall be held in trust and first paid to H2I for material and labor costs paid by H2I.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening, and weekend work is available at additional charge. Customer agrees to provide H2I with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to H2I. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water, and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

Engineering

All engineering, proposal drawings, specifications shall represent H2I's investment in engineering skill and development and remain the property of H2I. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2I's interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

Liability

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman Homme Holdings, its employees, or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle H2I, in addition to all other rights, to suspend all work and shipments and shall further entitle H2I to an extension of time of performance of the work. No payments shall be withheld from, or penalties assessed against H2I due to causes for which H2I is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H2I may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. H2I reserves the option to always exercise its lien rights in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

Disputes

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

Insurance

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state, and federal agency code compliance, permits, fees, design, engineering, and testing. H2I does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

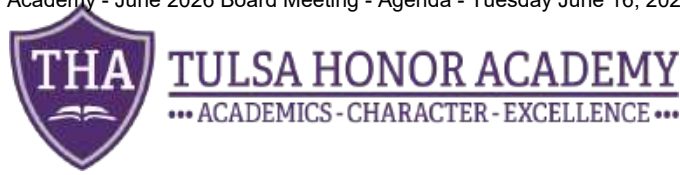
Signature: _____ Name: _____ Date: _____
(Please Print)



Coversheet

Approval of FY27 Contract FundEd Strategies

Section:	II. Consent Agenda
Item:	I. Approval of FY27 Contract FundEd Strategies
Purpose:	
Submitted by:	
Related Material:	FundED Strategies - 6_16_2026 to 7_31_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	FundED Strategies
Description of Service:	The FundEd Fellowship is a 12-month, embedded talent development partnership designed to help charter schools and education nonprofits train and retain high-potential fundraising professionals. The program provides structured curriculum, 1-on-1 coaching from fundraising professionals, peer cohort learning, tools, and ongoing support from FundEd's national team.
Jurisdiction or Governing Law:	New York
Term of contract:	6/16/2026 to 7/31/2027
Funding Source:	General Fund
Total Cost:	\$20,000
THA Signer:	Chief of Staff
Contract Type:	New Contract If Renewal, price change notes:
Termination Clause:	The contract requires 30 days notice to terminate.
Term:	Term is one year but crosses fiscal years
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	•12 months of structured curriculum aligned to the school fundraising calendar •Monthly 1-on-1 coaching sessions with a dedicated FundEd fundraising coach •Access to cohort learning sessions with peer Fellows from other schools •Charter school-specific tools, templates, AI playbooks, and grant resources •Prospect research tool training and access guidance •Access to FundEd's national network of charter school fundraising experts •Mid-year progress check-in with school leadership •End-of-year capstone review and planning support.

NOTES FROM THA STAFF

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



FUNDED FELLOWSHIP

Enrollment Contract

Onboarding Pathway

This agreement sets out the terms of partnership between your organization and FundEd Strategies for the 2026 Fellowship cohort.

\$20,000

Program investment

May 31, 2026

Enrollment deadline

August 2026

Cohort kick-off

1. Parties

This Enrollment Agreement ("Agreement") is entered into between:

FundEd Strategies <i>"FundEd"</i> FundEdStrategies.com	Partner Organization <i>"School" or "Partner"</i> Tulsa Honor Academy <i>Legal organization name</i>

Together referred to as the "Parties," this Agreement covers participation in the FundEd Fellowship, Onboarding Pathway for School Year 2026 to 2027.

2. Purpose & Program Overview

The FundEd Fellowship is a 12-month, embedded talent development partnership designed to help charter schools and education nonprofits hire, train, and retain high-potential fundraising professionals. The program provides structured curriculum, 1-on-1 coaching from fundraising professionals, peer cohort learning, tools, and ongoing support from FundEd's national team.

Program start date	August 10, 2026
Program duration	12 months (August 1, 2026 through July 31, 2027)
Fellow employment	The Fellow is a full-time employee of Partner, not FundEd Strategies.

3. Partner Organization Information

Legal organization name	Tulsa Honor Academy, Inc.
Primary contact name & title	Justine McGovern
Primary contact email	jmcgovern@tulsahonor.org
Primary contact phone	732-485-2502
School / organization address	1421 S. Sheridan Rd.
City, State, ZIP	Tulsa, Oklahoma 74112
ED / CEO name	Elsie Urueta Pollock
ED / CEO email	eurueta@tulsahonor.org
Accounts Payable name	Alison Moore and Eddie Mercado
Accounts Payable email	accountspayable@tulsahonor.org

4. Fellow Information

For the Onboarding Pathway, the Partner enrolls an existing employee or a recently hired (less than 12 months) or soon-to-be-hired fundraising professional.

Fellow full name	Justine McGovern
Fellow title / role	Director of Development
Fellow email	jmcgovern@tulsahonor.org
Fellow phone	732-485-2502
Months in current role	11 months
Anticipated start date	
Annual salary	\$80,462.50 in 2026-2027
Benefits provided	Yes
Supervising manager name & title	Madison Dominguez, Chief of Staff
Is this role dedicated solely to fundraising?	Yes

Other duties (if any)

5. What FundEd Delivers

FundEd Strategies agrees to provide the following services and support throughout the Fellowship year:

- 12 months of structured curriculum aligned to the school fundraising calendar, appended to this Agreement as Schedule A, or as delivered to FundEd Strategies by the Partner on or before the Start date
- Monthly 1-on-1 coaching sessions with a dedicated FundEd fundraising coach
- Access to cohort learning sessions with peer Fellows from other schools
- Charter school-specific tools, templates, AI playbooks, and grant resources
- Prospect research tool training and access guidance
- Access to FundEd's national network of charter school fundraising experts
- Mid-year progress check-in with school leadership
- End-of-year capstone review and planning support

6. Partner and Fellow Commitments

The Partner organization agrees to the following in order to ensure the Fellow's success and the program's effectiveness:

Compliance with Employment Laws

The Partner has the sole responsibility for complying with all applicable laws relating to the employer/employee relationship between the Partner and the Fellow(s) it hires, including but not limited to law relating to: (i) providing its Fellow(s) with a safe workplace, including a workplace that is free from harassment; (ii) wages and hours; (iii), worker's compensation; (iv) employment taxes; (v) unemployment compensation; (vi) insurance and employee benefits; (vii) income tax withholding; and (viii) any other employer liabilities relating to the Partner's employment of each of its Fellows, including in connection with making a hiring decision.

Employment & Compensation

- Ensure the Fellow is employed full-time in a role dedicated to fundraising
- Commit that the Fellow's role is not split across multiple functions (enrollment, operations, etc.)
- Maintain the Fellow's compensation and benefits throughout the program year

Supervision & Support

- Assign a named supervisor who will provide day-to-day management and support
- Ensure the supervisor has adequate bandwidth to support and meet with the Fellow regularly

- Ensure that the Fellow's time and focus is dedicated to fundraising activities
- Provide workspace, technology, and organizational resources needed to perform both their duties and attend to project-related tasks and responsibilities.

Leadership Participation

- ED/CEO (or designee) participates in approximately 3 select FundEd training sessions per year.
- ED/CEO (or designee) participates in quarterly check-ins with the FundEd team.
- Leadership actively champions fundraising as a core organizational function.
- Board is informed of the Fellowship and supportive of the fundraising direction.

Organizational Readiness & Reporting

- Provide the Fellow with access to existing donor data, grant history, and relevant organizational materials.
- Support the development and execution of fundraising campaigns and donor outreach.
- Treat this as a long-term capacity-building investment, not short-term support.
- Partner agrees to participate in program data collection and reporting, including completing surveys and sharing outcomes; these metrics are critical to evaluating progress and strengthening the Fellowship's overall impact.
- Partner is responsible for all travel expenses related to Fellowship participation, as applicable.

Communication & Feedback Expectations

- Partners are expected to respond to FundEd Strategies communications in a timely and efficient manner.
- Partners should proactively share any issues or concerns that arise so FundEd Strategies can provide support and intervene as needed.
- Partners must notify FundEd Strategies as soon as reasonably possible of any concerns related to a Fellow's performance or conduct and allow FundEd Strategies the opportunity to address those concerns before taking action related to the Fellow's employment.

The Fellow will be required to execute a separate confirmation agreeing to the following in order to ensure success and the program's effectiveness for Partner:

- Fellows are full-time employees focused on day-to-day fundraising work.
- Fellowship activities require an average of 2–3 hours per week and include:
 - Monthly training sessions
 - Community of practice sessions
 - One to two coaching sessions per month

- Fellows are expected to attend all sessions and complete assignments, with any extenuating circumstances communicated in advance. When conflicts arise between fellowship programming and placement responsibilities, Supervisors and Fellows should make reasonable adjustments, when possible, to support participation.
- Fellows are responsible for tracking fundraising outcomes and reporting on progress.

7. Program Investment & Payment

Fellowship Program Fee: \$ 20,000

In addition to the Fellow's salary, benefits and other contractual remuneration, which are paid directly by the Partner.

Payment Schedule

Payment	Amount	Due date
Payment Due	\$20,000	July 15, 2026

Payment Method

Invoices will be sent by FundEd Strategies to the primary contact listed in Section 3. Payment may be made by check, ACH transfer, or credit card. Please contact FundEd if alternative payment arrangements are needed.

Refund Policy

The Partner agrees and understands that the payment is non-refundable unless cancelled by FundEd. If the Partner withdraws on or after the Program Start Date, no refund will be issued. FundEd Strategies reserves the right to pause services in the event of non-payment.

8. Terms & Conditions

Effective Date and Term

This Agreement shall become effective on the date signed. If the parties sign on different dates, the Effective Date will be the latter of the two dates. This Agreement shall continue in full force and effect from the Effective Date until July 31, 2027.

Fellow Employment

The Fellow is at all times an employee or independent contractor of the Partner organization. FundEd Strategies is not the Fellow's employer and bears no responsibility for the Fellow's compensation, benefits, taxes, HR matters, or employment decisions. The Partner retains full authority to hire, manage,

and if necessary, terminate the Fellow. FundEd does not confer any degree, certificate or other credential and does not provide any course credit to be applied for any degree-granting program.

Communication Expectations

Partners with questions or concerns during the program year should contact Valarie Hunsinger, the Senior Director of Talent & Learning at FundEd. FundEd Strategies will make best efforts to respond to all Partner inquiries within two (2) business days.

Fellow Replacement (Onboarding Pathway)

In the event a Fellow resigns from or is terminated from employment by the Partner, withdraws from or otherwise terminates participation in the program, the following provisions shall apply based on the duration of the Fellow's participation:

- a. If such departure occurs within three (3) months of the program start date, then the Partner and FundEd will onboard a different Fellow, if available, subject to an additional fee. If none is available, FundEd will issue a pro-rata refund of applicable fees less the deposit
- b. If such departure occurs after the three (3) month anniversary of the program start date but within six (6) months of the program start date, then FundEd shall, at its discretion offer either (i) training for a different Fellow candidate, if available, or (ii) a partial refund equal to twenty-five percent (25%) of the applicable fees less the deposit.
- c. If such departure occurs after six (6) months from the program start date, the Partner shall be eligible for placement in the next full cohort, and no refund shall be issued.

These provisions are intended to ensure program continuity, minimize disruption, and preserve the integrity of the fellowship program.

Publicity

FundEd will provide information about the Partner on its website and in certain printed materials. Such information may include the Partner's logo and a link to the Partner's website. The Partner agrees to provide a link on its website to FundEd's website if there is an appropriate section, as determined by Partner, devoted to partner organizations.

Confidentiality

Both parties agree to keep confidential any proprietary information, donor data, financial information, or internal organizational details shared in the course of the program. This obligation survives the end of this Agreement.

Data Privacy / FERPA

The Partner acknowledges that student personally identifiable information ("Student PII") is protected under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations may be relevant to the Partner's activities under this Agreement. The Partner is solely responsible for ensuring that any Student PII is handled in compliance with FERPA and all applicable state and local student data privacy laws. The Partner shall not provide FundEd Strategies with access to Student PII unless expressly authorized in writing and required for a specific program activity.

Moreover, the Partner is solely responsible for determining what, if any, Student PII it is authorized to share with FundEd Strategies in accordance with FERPA and applicable state and local student data privacy laws. The Partner agrees that it is solely liable for any alleged violation of FERPA and/or applicable state and local privacy laws, and shall indemnify and hold FundEd harmless for any such alleged violation and shall undertake any and all actions required under FERPA and applicable state and local student privacy laws in the event of any unauthorized disclosure of Student PII. FundEd Strategies will not solicit, collect, or use Student PII for any purpose not relevant to its activities and expressly authorized by the Partner. To the extent FundEd Strategies inadvertently receives Student PII, it shall promptly notify the Partner and destroy or return such information. Both parties agree to maintain reasonable administrative, technical, and physical safeguards to protect any Student PII shared under this Agreement.

Force Majeure

FundEd Strategies shall not be liable for delay or failure in performance of the Services under this Agreement if such delay or failure is caused by conditions beyond the FundEd's reasonable control. FundEd shall use reasonable efforts to notify Partner of the occurrence of such an event within five (5) business days after its occurrence.

Intellectual Property

All curriculum, tools, templates, playbooks, and training materials provided by FundEd Strategies shall remain the intellectual property of FundEd Strategies. The Partner and Fellow may use these materials for the purpose of their fundraising work but may not reproduce, distribute, or resell them.

Program Modifications

FundEd Strategies reserves the right to make reasonable modifications to program content, scheduling, and delivery format with reasonable advance notice. Any other term of this Agreement may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected shall be binding upon the Parties and their respective successors and assigns.

Successors and Assigns

No party shall have the right to assign this Agreement without the prior written consent of the other party. Subject to the foregoing, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Warranties

Parties represent and warrant to the other that: (a) it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder; (b) it has not entered into any agreement inconsistent with this Agreement or otherwise granted any third party any rights inconsistent with the rights granted to the other party under this Agreement, provided that Partner understands and agrees that FundEd has entered into and will enter into agreements similar to this agreement with other parties.

The representations and warranties set forth in this section shall survive the termination or expiration of this Agreement.

Entire Agreement

No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter of this Agreement. This Agreement contain(s) the entire understanding of the parties with respect to the subject matter hereof.

Separate Entities.

Notwithstanding the use of the term "Partner" in this Agreement, the relationship of the parties is that of independent organizations, and nothing contained in this Agreement shall be construed to (i) give one party the power to direct or control the day-to-day activities of the other, (ii) reflect, indicate, or suggest, that the parties are affiliates, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (iii) allow one party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

Termination

Either party may terminate this Agreement at any time and for any reason, with termination effective 30 days after delivery to the other party of written notice. Termination of this Agreement is effective immediately in the event of a material breach by the other party if such material breach is not cured within ten (10) days after the date that the other party services a written notice of breach on the receiving party. The Notice of breach shall describe the breach with specificity. In the event of termination by the Partner, no refund will be issued for fees already paid. In the event of termination by FundEd due to Partner non-compliance with Section 6 commitments, FundEd will provide written notice and an opportunity to remedy before terminating. Such written notice shall specify the number of days by which the Partner has said opportunity to remedy. In the event of termination by FundEd, FundEd shall reimburse Partner a pro-rata share of paid fees.

Limitation of Liability

FundEd Strategies is not liable for outcomes related to the Fellow's fundraising performance, donor relationships, grant results, or employment matters. FundEd provides training, coaching, and support; ultimate results depend on the Partner's organizational readiness, leadership engagement, and the Fellow's individual effort. Moreover, FundEd does not accept any obligation or liability for any acts, omissions and/or other performance of the Fellow, even in the event of such act, omission or performance arising from or bearing relation to the subject of any training or tools provided by FundEd.

EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF FUNDED STRATEGIES TO THE PARTNER FOR ANY CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PROGRAM FEES PAID BY THE PARTNER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND FUNDED STRATEGIES

DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Indemnification

Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents (the "Indemnified Party") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Indemnifying Party's own negligence, willful misconduct, or breach of this Agreement. Neither party shall be required to indemnify the other for any claims caused by or attributable to the other party's own negligence or willful misconduct.

Governing Law; Venue

This Agreement shall be governed by the laws of the State of New York without regard to conflict of interest principles. Except as otherwise provided in this Agreement, any disputes arising from or relating to this Agreement shall be resolved in the federal and state courts located in New York County, New York, and Partner consents to the personal jurisdiction of the federal and state courts thereof, and shall not attack any complaint based on lack of personal jurisdiction, lack of service of process, or *forum non conveniens*.

Dispute Resolution

In the event of a dispute, the Parties agree to endeavor to resolve any such matter through good faith discussions and negotiations for a period of at least fifteen (15) days prior to filing a lawsuit.

Waiver

A party's waiver of breach or default of any provision of this Agreement shall not operate or be construed as a continuing waiver, nor shall a party's delay or omission to exercise or avail itself of any right, power, or privilege provided herein operate as a waiver of any breach or default.

Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, or any portion thereof, is held to be illegal, invalid and unenforceable, then such provision shall be severed, and the remainder of this Agreement shall nevertheless remain in full force and effect. Furthermore, if the scope of any provision of this Agreement is determined to be too broad in any respect whatsoever to permit enforcement to its maximum extent, then such provision shall be enforced to the maximum extent permitted by law.

Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be transmitted electronically and shall be treated as originals for all purposes.



9. Agreement & Signatures

By signing below, both parties agree to the terms of this Enrollment Agreement and commit to fulfilling their respective responsibilities as outlined in Sections 5 and 6.

FundEd Strategies

Partner Organization

Authorized signature

Authorized signature

Printed name & title

Printed name & title

Date

Date

Please return signed agreement to:
FundEd Strategies
FundEdStrategies.com

FundEd Strategies | FundEdStrategies.com | Fellowship Cohort, August 2026

Coversheet

Approval of FY27 Agreement with American Air

Section: II. Consent Agenda
Item: J. Approval of FY27 Agreement with American Air
Purpose:
Submitted by:
Related Material: American Air - Lakewood - 7_1_2026 to 6_30_2027 (1).pdf



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

CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	American Air
Description of Service:	Preventative Maintenance Services for the Lakewood Campus HVAC Systems
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	General Fund
Total Cost:	\$9,241.00
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires 30 days notice to terminate.
Term:	Term is 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



PLANNED HVAC MAINTENANCE AGREEMENT

Between

American Air
Conditioning of
Tulsa

And

Tulsa Honor Academy
209 S Lakewood Ave
Tulsa OK

Covering the Air Conditioning and
Heating systems

DATE:5/15/2026

MAINTENANCE COVERAGE PROVIDED UNDER THIS AGREEMENT

1. Preventive Maintenance Inspections

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

This agreement provides for two full maintenance checks/cleanings per year As well as **priority service** during times of low or high outside temperatures. Maintenance items shall include but not be limited to the following items:

Cooling Maintenance (30 Lennox Rooftop units)

- Inspect/tighten all electrical connections, inspect contactors and check capacitor values. Recommend replacements as needed.
- Check system voltage and voltage balance between all legs. (3ph)
- Check operation of safety switches/pressure switches/fan cyclers and temperature sensors.
- Check/clear condensate drain line/trap.
- Chemically clean condenser coils
- Check outdoor fan motor(s) condition and operation.
- Visual inspection and cleaning of accessible evaporators.
- **Replace filters using only high quality 2" MERV 8 filters.**
- Visual inspection of blower wheels/fan wheels for cleanliness.
- Check cooling operation and charge condition, make recommendations as needed, note any deficiencies found.
- Operational check of all motors (blowers, fans)
- Replacement of belt **(1 belt replacement per year for each system is included in the price of this agreement)**
- Provide detailed report to THA for decision making.

Heating Maintenance Items (30 Lennox Rooftop units)

- Inspect/tighten all electrical connections, inspect contactors and check capacitor values.
- Check system voltage and voltage balance between all legs (3ph)
- Check operation of safety switches/pressure switches/fan cyclers and temperature sensors.
- **Replace filters using only high quality 2" MERV 8 filters.**
- Visual inspection of blower wheels/fan wheels for cleanliness.
- Clean burner compartments and burners.
- Visual inspection of heat exchangers (if accessible)
- Check and clean flame rod/flame safety.
- Visual inspection of flue/flue cap (if equipped)
- Operational check of all motors (blowers, fans)
- Check overall condition and operation of units in the heating mode, note any deficiencies found.
- Provide detailed report to THA for decision making.

1. Filter and belt replacements-2 Filter replacements per year and 1 belt replacement per year are included in the price of this agreement.

2. Labor Coverage

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

3. Parts Coverage

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

NTE REPAIR PRICING

Minor repairs that are found needed during maintenance checks are most cost effective if dealt with at the time of maintenance. Many times, these will include run capacitors, compressor contactors or minor wiring issues. Most times these components can be replaced with no additional labor charge if done during maintenance. American Air Conditioning recommends a NTE on these repairs to be no more than \$150.00 per unit based on the type of equipment at this location. (NTE repairs must be authorized at the end of this document)

ADDITIONAL TERMS AND CONDITIONS

1. Any alterations, adjustments or repairs made by others, unless authorized and agreed upon by this contractor, can be cause to terminate our obligation under this agreement.
2. Repairs required by fire, floods, acts of God, abuse, or the improper use of the listed equipment will be the sole responsibility of the Owner and are not covered by this agreement.
3. This agreement does not cover any work or changes which might at some future date be required by government regulations, codes or insurance company needs or requirements. This will include, but not be limited to, the recovery, recycling, reclamation, handling, and disposal of all refrigerants and additional costs incurred for refrigerant tax and/or increased costs due to shortages.
4. Exclusions: External power wiring, circuit breakers, electrical disconnects supplying electrical service for the units and any building automation (controls) **are not covered** under this agreement.
5. This agreement does not cover ductwork-structural supports or other sheet metal components which may deteriorate due to corrosion or rust.
6. NEITHER PARTY to this agreement shall hold the other responsible for any indirect or consequential damages of a commercial nature such as, but not limited to, loss of revenue or loss of use of any equipment of facilities, or loss of product.
7. The Contractor's maximum liability based upon any claim or cause of action shall not exceed the yearly contract price of this agreement.

8. Payment for this agreement will be met upon receipt of invoice. The Contractor offering this agreement reserves the right to discontinue service any time payments have not been made as agreed.

9. This agreement may be terminated by either party upon 30 days written notice. A refund for the remaining contract period will be made on a pro-rata basis, with a deduction for work already completed.

EQUIPMENT COVERED BY THIS AGREEMENT

30 Lennox rooftop packaged units.

YEARLY MAINTENANCE AGREEMENT \$9241.00

AGREEMENT PRICE AND ACCEPTANCE

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

CONTRACT ACCEPTANCE

Customer Acceptance

Signature

Date

Contractor Acceptance

Signature

Date

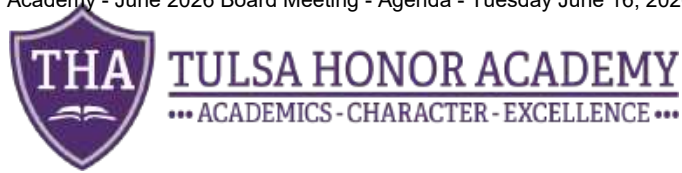
NTE of \$150.00 per unit for minor repairs

Approved Y/N Initials ____

Coversheet

Approval of FY27 Agreement with Strawbridge

Section:	II. Consent Agenda
Item:	K. Approval of FY27 Agreement with Strawbridge
Purpose:	
Submitted by:	
Related Material:	Strawbridge - Portraits - 7_1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Strawbridge
Description of Service:	Scholar Portrait Services for THA MS, THA FMS, and THA HS
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	General Fund
Total Cost:	N/A
THA Signer:	Chief Operations Officer
Contract Type:	Renewal If Renewal, price change notes: No Change
Termination Clause:	The contract requires N/A days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

N/A



Portrait Renewal Agreement

☐ 1 Year
 ☐ 2 Years
 ☐ 3 Years
 ☐ Bid

Office Use Only

School #: 116479

School Year: 2027

School: Tulsa Honor Academy High School County: Tulsa District: Phone: (918)438-7204

Ship Address: 1421 S Sheridan Rd City: Tulsa ST: OK Zip: 74112

Mail Address: 1421 S Sheridan Rd City: Tulsa ST: OK Zip: 74112

Title	Name	Email	
Chief of Operations	Ms. Alison McClain	amooore@tulsahonor.org	Grades at Campus: 6-12
Yearbook Advisor			# of Classrooms: _____
Bookkeeper	Accounts Payable	accountspayable@tulsahonor.org	Underclass Enrollment: 600
			Senior Enrollment: 0
			Mascot: _____
			Last Day of School: _____

Strawbridge Studios, Inc. Agrees: 1. To provide complimentary faculty portraits. 2. To supply each Principal and Secretary with a large desk calendar for the current school year. 3. To guarantee complete satisfaction. The studio agrees to refund complete payment to any student who requests same upon return of their portraits.

Fall Date 12-11-2026 Time _____ Location _____ Program 1772 PP-20-Fall Standard

Notes _____

Fall ABS Date 1-29-2027 Time _____ Location _____ Program 1772 PP-20-Fall Standard

Notes _____

Date _____ Time _____ Location _____ Program _____

Notes _____

Date _____ Time _____ Location _____ Program _____

Notes _____

Date _____ Time _____ Location _____ Program _____

Notes _____

Date _____ Time _____ Location _____ Program _____

Notes _____

Date _____ Time _____ Location _____ Program _____

Notes _____

Date _____ Time _____ Location _____ Program _____

Notes _____

Date _____ Time _____ Location _____ Program _____

Notes _____

Date _____ Time _____ Location _____ Program _____

Notes _____

If you have a yearbook account with Strawbridge, check here if you would like to renew your yearbook contract. ☐ YES, RENEW MY YEARBOOK!

Total Sale is based on the total retail price of all commissionable items minus applicable taxes/fees. Due to the cost of production, the agreed upon commission percentage offered may be adjusted if the percentage of sale is lower than the commission percentage offered.

COPYRIGHT - A. The portrait images provided to you are copyright protected and are solely for the use of publishing pictures subject to the terms and conditions of the Terms of Use outlined between the school photography company and the school ("Terms of Use"). Unless otherwise stated in the Terms of Use documentation or with the school photographer's prior written consent, reproduction is limited to use in student management software and yearbooks. You do not have permission to make copies for sale or other distribution in any manner. Terms of Use documentation can be found at www.strawbridge.net.

REBOOK BY DEC 15th AND RECEIVE \$100 IN CUSTOM PRINTING

We will provide you with a \$100 coupon code in June to be used on the Strawbridge Shopify site. Please allow 3-6 weeks for all custom printing requests.

School Representative Signature

Date

Michelle Capuchino

12/1/25

Strawbridge Studios Representative

Date

Michelle Capuchino

Print Name

Print Name



Portrait Renewal Agreement

☐ 1 Year
 ☐ 2 Years
 ☐ 3 Years
 ☐ Bid

Office Use Only

School #: 116478

School Year: 2027

School: Tulsa Honor Academy Middle School County: Tulsa District: Tulsa Honor Academy Phone: (918)833-9420

Ship Address: 209 S Lakewood Ave City: Tulsa ST: OK Zip: 74112

Mail Address: 209 S Lakewood Ave City: Tulsa ST: OK Zip: 74112

Title	Name	Email	
Chief of Operations	Ms. Alison McCain	amoore@tulsahonor.org	Grades at Campus: <u>6-8</u>
			# of Classrooms: <u></u>
			Underclass Enrollment: <u>400</u>
Bookkeeper	Accounts Payable	accountspayable@tulsahonor.org	Senior Enrollment: <u>0</u>
			Mascot: <u></u>
			Last Day of School: <u></u>

Strawbridge Studios, Inc. Agrees: 1. To provide complimentary faculty portraits. 2. To supply each Principal and Secretary with a large desk calendar for the current school year. 3. To guarantee complete satisfaction. The studio agrees to refund complete payment to any student who requests same upon return of their portraits.

Fall Date 10-22-2026 Time Location Program 1772 PP-20-Fall Standard

Notes

Fall ABS Date 12-03-2026 Time Location Program 1772 PP-20-Fall Standard

Notes

Date Time Location Program

Notes

Date Time Location Program

Notes

Date Time Location Program

Notes

Date Time Location Program

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Date Time Location Program

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Date Time Location Program

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Date Time Location Program

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Date Time Location Program

Notes

If you have a yearbook account with Strawbridge, check here if you would like to renew your yearbook contract. ☐ YES, RENEW MY YEARBOOK!

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COPYRIGHT - A. The portrait images provided to you are copyright protected and are solely for the use of publishing pictures subject to the terms and conditions of the Terms of Use outlined between the school photography company and the school ("Terms of Use"). Unless otherwise stated in the Terms of Use documentation or with the school photographer's prior written consent, reproduction is limited to use in student management software and yearbooks. You do not have permission to make copies for sale or other distribution in any manner. Terms of Use documentation can be found at www.strawbridge.net.

REBOOK BY DEC 15th AND RECEIVE \$100 IN CUSTOM PRINTING

We will provide you with a \$100 coupon code in June to be used on the Strawbridge Shopify site. Please allow 3-6 weeks for all custom printing requests.

School Representative Signature

Date

Michelle Capuchino

Strawbridge Studios Representative

Michelle Capuchino

12/1/25

Date

Print Name

Print Name



Portrait Renewal Agreement

☐ 1 Year
 ☐ 2 Years
 ☐ 3 Years
 ☐ Bid

Office Use Only

School #: 116565

School Year: 2027

School: Tulsa Honor Academy Flores Middle School County: Tulsa District: Phone: (918)998-9689

Ship Address: 1421 S Sheridan Rd City: Tulsa ST: OK Zip: 74112

Mail Address: 1421 S Sheridan Rd City: Tulsa ST: OK Zip: 74112

Title	Name	Email	
Chief Operations Officer	Ms. Alison McClain	amoore@tulsahonor.org	Grades at Campus: 6-8
Bookkeeper	Accounts Payable	accountspayable@tulsahonor.org	# of Classrooms: _____
Yearbook Advisor	Mrs. Megan Hayes Samuels	mhayes@tulsahonor.org	Underclass Enrollment: 300
_____	_____	_____	Senior Enrollment: 0
_____	_____	_____	Mascot: _____
_____	_____	_____	Last Day of School: _____

Strawbridge Studios, Inc. Agrees: 1. To provide complimentary faculty portraits. 2. To supply each Principal and Secretary with a large desk calendar for the current school year. 3. To guarantee complete satisfaction. The studio agrees to refund complete payment to any student who requests same upon return of their portraits.

Fall Date 12-11-2026 Time _____ Location _____ Program 1772 PP-20-Fall Standard

Notes _____

Fall ABS Date 1-29-2027 Time _____ Location _____ Program 1772 PP-20-Fall Standard

Notes _____

_____ Date _____ Time _____ Location _____ Program _____

Notes _____

_____ Date _____ Time _____ Location _____ Program _____

Notes _____

_____ Date _____ Time _____ Location _____ Program _____

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_____ Date _____ Time _____ Location _____ Program _____

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_____ Date _____ Time _____ Location _____ Program _____

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_____ Date _____ Time _____ Location _____ Program _____

Notes _____

_____ Date _____ Time _____ Location _____ Program _____

Notes _____

_____ Date _____ Time _____ Location _____ Program _____

Notes _____

If you have a yearbook account with Strawbridge, check here if you would like to renew your yearbook contract. ☐ YES, RENEW MY YEARBOOK!

Total Sale is based on the total retail price of all commissionable items minus applicable taxes/fees. Due to the cost of production, the agreed upon commission percentage offered may be adjusted if the percentage of sale is lower than the commission percentage offered.

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REBOOK BY DEC 15th AND RECEIVE \$100 IN CUSTOM PRINTING

We will provide you with a \$100 coupon code in June to be used on the Strawbridge Shopify site. Please allow 3-6 weeks for all custom printing requests.

School Representative Signature

Date

Michelle Capuchino

Strawbridge Studios Representative

Michelle Capuchino

12/1/25

Date

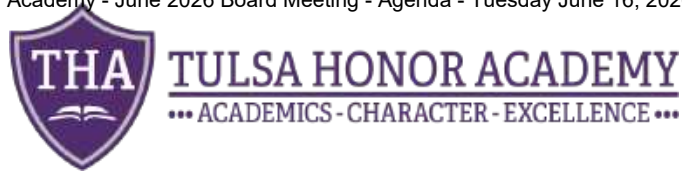
Print Name

Print Name

Coversheet

Approval of FY27 OSSBA Membership Renewal

Section: II. Consent Agenda
Item: L. Approval of FY27 OSSBA Membership Renewal
Purpose:
Submitted by:
Related Material: OSSBA - 7_1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	OSSBA
Description of Service:	OSSBA Membership Renewal, includes access to resources for board training, legal guidance, and legislative advocacy
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	General
Total Cost:	Up to \$4,000.00
THA Signer:	Chief Operations Officer
Contract Type:	Renewal If Renewal, price change notes: N/A
Termination Clause:	The contract requires N/A days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	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



April 29, 2026

Superintendent
Tulsa Honor Academy
209 S Lakewood Ave
Tulsa, 74112

Re: 2026-2027 Oklahoma State School Boards Association Membership

Dear Superintendent:

Thank you for opportunity to serve your school district this school year. It's an honor to serve board members and administrators who are working on a daily basis to care for Oklahoma's children.

Enclosed is your district's membership invoice for 2026-2027. We are excited about the services and benefits available to members. We strongly believe that the board-superintendent partnership is critical to district and student success and hope your district's governance team will take advantage of the many learning opportunities OSSBA offers. Our whole-board development sessions are particularly great for superintendent-board governance teams because we visit your district to deliver customized learning specific to your district's needs. Our team is also available to guide and facilitate governance team retreats focused on mission, goals and long-term planning. You can contact Dr. Melonie Hau, at 888.528.3571 or melonieh@ossba.org for additional information.

We continue to offer a wide range of services that save your district time and money, including:

- Oklahoma Public Schools Foundation – a new partnership with the Oklahoma Foundation for Excellence to help donors to your school district leverage tax credits.
- Online Superintendent Evaluation – this interactive platform embraces the idea of continuous improvement and helps create meaningful conversations about progress toward district goals.
- Policy Services – regular policy updates to reflect new legislation and best practices, a complete review and update of your board policy manual, and an online policy hosting service that makes it easy to keep your policies up-to-date and readily available
- Facility Planning – our team will help you develop and successfully communicate a comprehensive capital investment plan that will garner support from local voters and transform education for your students.

OKLAHOMA STATE SCHOOL BOARDS ASSOCIATION
2801 N. Lincoln Blvd., Suite 125
Oklahoma City, OK 73105
405.528.3571 • 888.528.3571
405.528.5695 fax • www.ossba.org



- On-Demand Learning – a large library of recorded learning opportunities for board members, administrators and district employees.

Over the coming year, we plan to continue to strengthen the services available to school districts and develop new services where a need has been identified so please let us know if you have ideas on how we can better serve your district.

If you have any questions, please call our office at 888.528.3571. You can also reach me via email at shawnh@ossba.org or on my cell at 580.747.0179.

Sincerely,

Shawn Hime, Ph.D.
Executive Director

OKLAHOMA STATE SCHOOL BOARDS ASSOCIATION
2801 N. Lincoln Blvd., Suite 125
Oklahoma City, OK 73105
405.528.3571 • 888.528.3571
405.528.5695 fax • www.ossba.org

MEMBERSHIP RENEWAL

OKLAHOMA STATE SCHOOL BOARDS ASSOCIATION



District Name	Tulsa Honro Academy
Superintendent Name	Elsie Urueta
Superintendent Email	eurueta@tulsahonor.org
Minutes Clerk Name	Madison Dominguez
Minutes Clerk Email	mdominguez@tulsahonor.org

☐	Superintendent is new for the 26-27 school year
☐	Superintendent is a first-year superintendent

My district wishes to subscribe/renew the following memberships and services:

☒	OSSBA Membership	☐	Online Policy Hosting
☐	Policy Services	☐	Superintendent Evaluation (online tool)
☐	Employment Services	☐	Connections (monthly communications newsletter)
☐	Assemble Meetings		

My district is interested in the following services and would like to be contacted with more information:

☒	Strategic Planning	☐	Online Policy Hosting	☒	Leadership training for administrative teams
☒	Whole-board training in my district	☒	Community Engagement	☐	Facility Planning Services
☒	Policy Services	☐	Superintendent Search	☐	Technology Services
☐	Assemble Meetings	☐	Superintendent Evaluation (online tool)	☒	Connections (monthly communications newsletter)
☐	Employee Benefits				

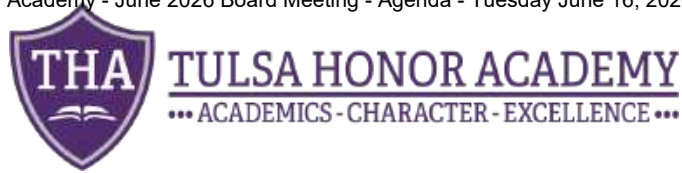
Board Clerk

Date of Board Approval _____ PO# _____

Coversheet

Approval of FY27 Quote with Bluum USA Inc

Section: II. Consent Agenda
Item: M. Approval of FY27 Quote with Bluum USA Inc
Purpose:
Submitted by:
Related Material: Bluum USA Inc - _1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Bluum USA Inc
Description of Service:	GoGuardian serves as THA's device management platform for THA MS, THA FMS, and THA HS.
Jurisdiction or Governing Law:	Minnesota
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	General
Total Cost:	\$13,395.00
THA Signer:	Chief Operations Officer
Contract Type:	Renewal If Renewal, price change notes: Comparable to enrollment increase
Termination Clause:	The contract requires Seller's Consent to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

N/A



Bloom USA, Inc.
1771 Energy Park Drive
Suite 100
St Paul MN 55108
www.bloom.com

Quote

#413173

05/11/2026

Bill To

Accounts Payable
TULSA HONOR ACADEMY
1421 S. Sheridan Rd.
Tulsa OK 74112

Ship To

Network office
TULSA HONOR ACADEMY
1421 S SHERIDAN RD
TULSA OK 74112

Memo:

Expires	Sales Rep	Contract	Terms
06/10/2026	774 Joe Letterio		Net 30

Qty	Item	MFG	Price	Ext. Price
1,410	Product Required GoGuardian Admin with Fleet, DNS & AdDeflect (GGADM1Y-000001)	Bloom	\$9.50	\$13,395.00

Pricing Disclaimer: All quoted pricing is based on current manufacturer MSRP and availability at the time of quotation. Bloom reserves the right to adjust pricing on open or pending orders in the event of manufacturer MSRP increases, tariff changes, supply chain disruptions, or other market conditions that result in a price increase from the manufacturer prior to shipment.

****Bloom provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.**

Subtotal	\$13,395.00
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$13,395.00

Thank you,

Joe Letterio

E: joe.letterio@bloom.com

bloom.com



413173



Bloom USA, Inc.
1771 Energy Park Drive
Suite 100
St Paul MN 55108
www.bloom.com

Quote

#413173

05/11/2026

To accept this quotation, sign here : _____

Printed Name/Title/Date : _____

Shipping and Billing Address listed on quote are accurate : ☐ Yes ☐ No

This document is subject to the terms and conditions found here: www.bloom.com/terms-conditions. For quotes over \$25,000 a Purchase Order is required, please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bloom Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.

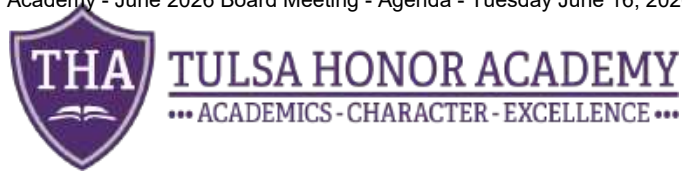


413173

Coversheet

Approval of Contract with Greenhouse E3

Section: II. Consent Agenda
Item: N. Approval of Contract with Greenhouse E3
Purpose:
Submitted by:
Related Material: Greenhouse E3 - 7_1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Greenhouse E3
Description of Service:	Executive coaching and support for the Chief Executive Officer
Jurisdiction or Governing Law:	N/A
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	General Fund
Total Cost:	\$25,000
THA Signer:	Chief Executive Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	N/A
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

N/A



Tulsa Honor Academy & Greenhouse E3 Fellowship Contract

04/27/2026

Overview

This agreement describes the strategic partnership between **Greenhouse E3 (GE3)** and **Tulsa Honor Academy (CMO PARTNER)** to support **one executive** in the **E3 Fellowship**.

The roles and obligations of our respective organizations are described below. They are organized by content area and specifically for the E3 Fellowship Program..

CMO Partner Responsibilities

1. Fellowship Program Fees

- a. CMO PARTNER reserves **one fellowship(s)** for a total program fee of **\$25,000.00**.
- b. Payment timeline:
 - i. **Nonrefundable deposit is due no later than 30 days after the contract execution date** and equal to 50% of the total program fee (**\$12,500.00**). The deposit secures the fellow's enrollment in an assigned cohort.
 - ii. **Six months after the first cohort session: the second payment is due** and equal to the remaining 50% of the total program fee (**\$12,500.00**).
 - iii. NOTE: Fellowships are allocated to CMO Partners on a first come first served basis and are not reserved until the first payment is received by GE3.
 - iv. NOTE: Any paper checks should be sent % Greenhouse E3 to 6110 Oxwynn Lane, Charlotte, NC 28270.
- c. The fee is nonrefundable unless:



- i. The CMO PARTNER cancels the contract for cause, defined as the failure of GE3 to fulfill its responsibilities as outlined in this agreement, as noticed in writing by CMO PARTNER to GE3, and after a 90 day “cure” period, or,
- ii. A CMO PARTNER sponsored fellow is no longer employed by CMO PARTNER on the six month anniversary of the cohort start date (i.e. the virtual cohort kickoff session). In this case, 50% of the fellow’s fee is forgiven.
- iii. Should a CMO PARTNER’s needs change for any other reason after executing this contract **and before** the cohort virtual kickoff session, the CMO PARTNER has two options:
 - 1. Reallocate the unneeded fellowship(s) to another senior executive at the CMO’s discretion.
 - 2. Transfer the unneeded fellowship(s) to another participating organization at a mutually agreed upon price.
- iv. NOTE: In all cases described above, the **nonrefundable deposit remains nonrefundable.**
- d. Program suspension:
 - i. GE3 reserves the right to suspend services to any sponsored fellow(s) due to a variety of reasons, including but not limited to: delay in payment, lack of attendance, or inappropriate conduct, as determined by GE3.

2. Other Program Costs for CMO Partner

- a. Travel expenses for fellows to cohort sessions (air fare, lodging, ground transportation) are the responsibility of CMO PARTNER.

Greenhouse E3 Responsibilities

3. Cohort Convenings

- a. Current program design includes **4 fellowship convenings over 14 months, in addition to virtual sessions and community-building activities.** Program design is at the sole discretion of GE3 and may change.



- b. Costs and overall coordination and management of cohort convenings including: venue, meals, technology, logistics management, session programming, facilitators and facilitator travel, guest speakers, gifts, and branded materials.
- c. Development of all program content, curriculum, and program delivery
 - i. NOTE: Program content for each cohort intensive session will be chosen by GE3 based on the most relevant needs of the cohort as identified through the fellow self-evaluation and onboarding process.

4. Quality Control

- a. Overall program quality and responsibility for achieving program outcomes as defined by the Greenhouse E3 Board of Directors.

5. Co-Branding of the Program

- a. Name CMO PARTNER in marketing materials and social media as a partnering organization supporting executive development and support for current and future CMO leaders.
 - i. CMO PARTNER logo will be listed as a “partner organization” on the GE3 website and on fundraising and/or marketing materials.
 - ii. CMO PARTNER logo will be used in LinkedIn posts and other social media platforms to announce the partnership after execution of this agreement.
 - iii. All other uses of CMO PARTNER logo require consent from CMO PARTNER prior to use.

6. Intellectual Property

- a. GE3 retains all ownership of all IP for the Fellowship Program and all its associated components and services (excluding joint ownership as described below)
 - i. For jointly developed intellectual property for customized CMO sessions: (if applicable), intellectual property ownership is shared equally with CMO PARTNER.



Sponsored Fellows:

Fellow 1

Name: _____

Title: _____

Organization: _____

Fellow 2

Name: _____

Title: _____

Organization: _____

Fellow 3

Name: _____

Title: _____

Organization: _____

Fellow 4

Name: _____

Title: _____

Organization: _____

Signatures

CMO Partner

Signature: _____

Name: _____

Title: _____

Organization: _____

Date: _____

Greenhouse E3

Signature: Julian Torres

Name: Julian Torres

Title: CEO

Organization: Greenhouse E3

Date: April 28, 2026

Invoicing Contact Information:

Name: _____

Title: _____

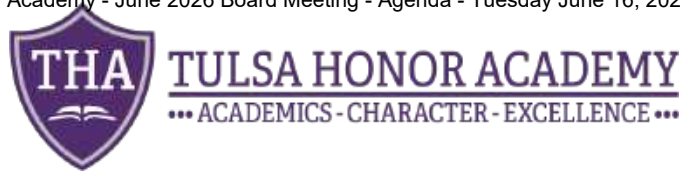
Email: _____

Phone: _____

Coversheet

Approval of FY27 USDA Foods in School Program Agreement

Section: II. Consent Agenda
Item: O. Approval of FY27 USDA Foods in School Program Agreement
Purpose:
Submitted by:
Related Material:
Oklahoma Human Services Food Distribution - 7_1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Oklahoma Human Services Food Distribution
Description of Service:	Application and Agreement for United States Department of Agriculture Foods in School Program
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	General Fund
Total Cost:	Not to Exceed \$3000.00
THA Signer:	Chief Operations Officer
Contract Type:	Renewal If Renewal, price change notes: Comparable
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



OKLAHOMA
Human Services

Food Distribution
PO Box 25352
Oklahoma City, OK 7312-0352
(405) 521-3581 • 1-800-848-4019

Application and Agreement for United States Department of Agriculture Foods in School Program

Commodity Program No. 72139

Child Nutrition Agreement No. 72E018

Recipient Agency: Tulsa Honor Academy

Commodity Contact Person and Title: Alison Moore, Chief Operations Office

Email Address: amoore@tulсахonor.org

Physical Address: 1421 S. Sheridan Rd. Tulsa, OK 74112

Mailing Address: 1421 S. Sheridan Rd. Tulsa, OK 74112

Name and title of Encumbrance Clerk or person paying assessment fees: Alison Moore

Phone No. 918.625.0981

Type of Agency (check)

Public School ☒ Private School ☐ Residential Childcare Institution ☐

Check all programs that use donated foods:

National School Lunch Program	☒	School Breakfast Program	☒	Afterschool Snack Program	☒
Summer Food Service Program	☐	At-Risk Supper Program	☐		

List types of meal services provided: Breakfast, Lunch, Snack, and SSO

Total Number of Sites/Schools: 3

Approximate Enrollment: 1410

Number of Operating Days: 174

Dates of Operation:

08/05/2026 to 05/28/2027

Does district operate five days a week?Yes x No

If no, list days of week not in session:

Does you use a Food Service Management Company?Yes x No

If yes, provide the following information:

* we are currently in the RFP process for 26-27

Name of the FSCM:

Keystone Food Serices

Name of Contact Person:

Kasey McCoy

Telephone Number:

(405) 612-4552

Email Address:

kaseym@keystonefoodservice.com**Do you contract for storage?**Yes No x

If yes, provide the following information:

Name of the storage provider:

Address of storage provider:

Name of Contact Person:

Telephone Number:

Does district divert USDA foods for processing?Yes No X**Does district participate in the DOD program?**Yes No X

Agreement

This agreement (Agreement) is between the recipient agency noted above, referred to as the Recipient Agency (RA) and the Oklahoma Department of Human Services, referred to as the Distributing Agency (DA) for participation in the United States Department of Agriculture (USDA) Donated Food Program.

This Agreement is a permanent agreement beginning **July 1, 2026**, or the date of approval by the DA, whichever is later. This Agreement may be terminated by either party by giving 30 days' notice, in writing, to the other party. The Agreement is considered to be permanent with amendments made as necessary. Any failure on behalf of the RA to comply with the provisions of this Agreement, or instructions or procedures issued in connection herewith, or any Agreements entered into pursuant hereto, may, at the discretion of the DA and/or USDA, disqualify the RA from further participation in the Donated Food Program and any disqualification shall not prevent the DA from taking any other legal action through other available means, when considered necessary.

This Agreement includes related audit requirements, in compliance with 2 C.F.R. Part 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 C.F.R. Part 415, General Program Administrative Regulations; 2 C.F.R. Part 416, General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments; and 2 C.F.R. Part 418, New Restrictions on Lobbying.

The RA will include the value of Commodity Assistance when performing its Child Nutrition and Audit requirements and will submit audits according to the terms of the *Audit* section in this Agreement. USDA donated foods are purchased solely with federal funds (CFDA 10.555).

I. The Recipient Agency further agrees:

1. To abide by the instructions and regulations issued by the DA and USDA for the storage, handling and use of foods received through the Donated Food Program, herein after referred to as commodities (7 C.F.R. Part 250 and related regulations);
2. To use the commodities only to benefit people served in the RA established food service operation;
3. To request and accept commodities only in amounts that can be properly stored and used;
4. To maintain in inventory, including foods diverted to processors, no more than a six month usage of commodities, without prior approval of the DA;
5. To not sell, exchange, or dispose of commodities, including commercial processing of commodities into different end products, without prior approval of the DA;
6. To provide adequate facilities and personnel to handle, store, protect and use commodities.

7. To ensure that storage facilities properly safeguard against theft, spoilage, and other losses.
8. To allow the DA and USDA to inspect, at any reasonable time, the commodities in storage and the facilities used for handling and storing commodities;
9. To pay an assessment fee based on a pro rata share between all participating RA's to defray the Distribution Agency cost of distribution, storage and administration of the Donated Food Program, which will include billing by the Distributing Agency;
10. To maintain records, and provide reports upon request to the SDA, to account for all commodities to include, but not limited to: shipping documents, invoices, receipts, inventories, processing, storage, and production records for the current year and retain any and all records for a period of seven years from the close of the fiscal year (October 1 to September 30) to which they pertain, unless a claim action or audit findings have not been resolved.
11. To maintain a perpetual inventory of all USDA commodities stored in any type of facility and at each site.
12. To request and receive prior approval from the State Agency prior to entering into any agreement or contract with a Food Service Management Company (FSMC).
13. To ensure credits and rebates are received by FSMC
14. To reimburse the DA, according to the DA's procedures, for any improper distribution or use of commodities, or for any loss of, or damage to the commodities cause by the RA's fault or negligence;
15. To request approval from DA for the transfer of food to another district or nonprofit.
16. To maintain 501c3 nonprofit status and to notify DA if the status becomes revoked.
17. To retain the right to assert claims against other persons to whom commodities are delivered for care, handling or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of or damage to commodities;
18. To comply with the provisions of the 1964 Civil Rights Act, Education Amendment of 1972; Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro-Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. § 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act;

41 U.S.C. § 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708); Anti-Lobbying Act (31 U.S.C. 1352); Davis-Bacon Act, when applicable (40 U.S.C. §§ 3141-3708); Internal Revenue Service Publication 1075 (regarding use, access and disclosure of Federal Tax Information); the Clean Air Act (42 U.S.C. § 7401) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201); 2 C.F.R. § 200.112 (Conflict of Interest); 2 C.F.R. § 200.113 (Mandatory Disclosures); 2 C.F.R. § 200.322 (Domestic Preferences for Procurements); registered as business entity licensed to do business in the State, having obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable; and, the Single Audit Act of 1984; as applicable.

When the contract exceeds \$100,000.00, the RA will comply with all applicable standards, orders or requirements issued under Section 306 of Clean Air Act (42 U.S.C. § 7606), Executive Order 11738, and Environmental Protection Agency (EPA) regulations 40 C.F.R. Part 1500 which prohibits the awarding of non-exempt Federal contracts, grants or loans to facilities included on EPA's list of violating facilities. The RA will report violations to EPA. In addition, the RA will comply with all applicable standards, orders or requirements under section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and EPA regulations 40 C.F.R. Part 1500.

The parties acknowledge and agree whistleblower protections required per 48 C.F.R. § 3.900 may apply to this contract or grant and that no RA's employee, sub-contractor, or grantee may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or public body enumerated in said section when that employee reasonably believes evidence exists of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety or a violation of law, rule or regulation related to a federal contract.

II. Audit

In accordance with 2 C.F.R. Part 200 Subpart F, any RA that expends \$1,000,000.00 or more in federal funds during its fiscal year must have an audit conducted for that year. The threshold in the previous sentence is lowered to \$750,000.00 with respect to any RA fiscal year beginning before October 1, 2024. The audit must be a single audit conducted in accordance with 2 C.F.R. § 200.514 except when the RA qualifies for and elects to have a program-specific audit in accordance with 2 C.F.R. § 200.507.

Any RA that does not meet the federal funds threshold described in the preceding paragraph is exempt from federal audit requirements for that fiscal year except as noted in 2 C.F.R. § 200.503.

The records of any RA, regardless of whether the above-described threshold is met, must be available for review or audit by appropriate officials of the federal agency, pass-through entity, the Oklahoma State Auditor, the OKDHS Office of Internal Audit, and the Government Accountability Office (“GAO”).

A certified public accountant who has a valid and current permit to practice accountancy must perform the audit. OKDHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.

The RA must submit three copies of the annual audit report to the **Office of Internal Audit, P.O. Box 25352, Oklahoma City, Oklahoma 73125**, plus a copy of the management letter and a response to any audit findings within **90 days** of the conclusion of the RA’s fiscal year.

The RA certifies that it agrees to adhere to any standard repayment schedules established by OKDHS, as a result of financial sanctions assessed by audits or reviews of the School Nutrition Programs.

III. Modifications

Any modifications or amendments to the Agreement shall be in writing and agreed to by both the RA and OKDHS.

IV. User Logon Authorization

RA will not be granted access to OKDHS information systems without the prior completion and approval of Logon Authorization Request for Non-OKDHS Employees, Form 05SC004E (MID-1-A). When a RA terminates an employee that has access to OKDHS systems the RA must notify OKDHS immediately, upon termination. Certain types of access may require that a background check and verification be performed prior to granting access. Failure to comply may result in funding being withheld from the RA, and/or full audit and inspection of the RA’s security compliance as it pertains to this contract.

V. Termination

It is agreed by both OKDHS and the RA that this Agreement in whole or in part may be terminated by notice in writing by either party 30 days before effective date of termination.

In the event the RA fails to meet the terms and conditions of this Agreement or fails to provide services in accordance with 7 C.F.R. Parts 210, 215, 220, and 245, and other applicable State and Federal laws, regulations, policies, instructions, supplemental requirements imposed by OKDHS or the conditions of this Agreement, the State of Oklahoma may, upon written notice of default to RA, suspend or terminate this Agreement in whole or in part, at any time before the completion, or take other remedies as may be legally available and appropriate. In the event a Notice of Termination is issued, the RA shall have the right to request a review of such decision.

VI. Failure to Comply Statement

The RA shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The RA agrees that should it be in noncompliance, the OKDHS may impose additional conditions as provided in 2 C.F.R. § 200.207; or, as provided in 2 C.F.R. § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the RA, without reliance on or direction by the OKDHS.

VII. Access to and Retention of Records

The RA will maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the project, and permit audit and/or examination of all such records, procedures, and accounts at any reasonable time by authorized personnel of the USDA or other pertinent Federal agencies, and authorized personnel of OKDHS, State Auditor and Inspector and other appropriate State entities. Furthermore, such personnel shall have the right of access to any books, records, documents, accounting procedures, practices, or any other items of the RA which are pertinent to the performance or payment of this agreement/grant in order to audit, examine and make excerpts of records. The records and documents must be retained for seven years from the date of the final claim for reimbursement for the fiscal year to which they pertain, or if audit findings have not been resolved, the records shall be retained beyond seven-year period until the resolution of the issues raised by the audit are resolved.

VIII. Equal Opportunity and Civil Rights Assurance

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 C.F.R. Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any

violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

The RA assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

IX. Federal Lobbying

The RA certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 2 C.F.R. Part 200, for persons entering into a grant or cooperative agreement over \$100,000.00.

The RA shall require that the language of this certification be included in the award documents for all sub awards (exceeding \$100,000.00 in Federal funds, or as stipulated in 7 C.F.R. Part 3018) at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This RA certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not

more than \$100,000 for each such failure.

X. Debarment, Suspension, and Other Responsibility Matters

The RA certifies it, and its principals meet all requirements found at 2 C.F.R. Part 200, for prospective participants in primary covered transactions, as defined at 2 C.F.R. Part 200, Debarment, Suspension.

The RA certifies that the RA, its facilities, and authorized representatives have not been presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State or Federal Department or Agency, as such status would prohibit the applicant's participation in any School Nutrition Program. The RA will include language concerning suspension, debarment, ineligibility, or voluntary exclusion of any prospective subcontractor in its request for proposal documents from any subcontractor bidding more than \$25,000.00 or as stipulated in 2 C.F.R. Part 200.

The RA certifies that it will accept final financial and administrative responsibility for management of an effective food service for all School Nutrition Program operations at all facilities under its sponsorship.

The RA certifies that it agrees to have data available on family size and income for all participants whose meals will be reported as free or reduced price and assures OKDHS that these meals meet the prescribed eligibility criteria.

The RA certifies that it will claim reimbursement only for meals served to eligible, enrolled participants.

The RA certifies that it will make all benefits of the SNP available to all eligible participants without regard to race, color, national origin, sex, age, or disability at the approved food service facilities.

The RA certifies that approved food service facilities have the capability for the meal service planned for the number of participants anticipated to be served.

XI. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

The RA shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 (FFATA) as set forth in 2 C.F.R. Part 170. A Unique Entity Identifier (UEI) number is a requirement for all contracts of \$30,000.00 or more. The RA may be required to submit additional information to satisfy FFATA compliance.

XII. Unavailability of Funding

OKDHS cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable, either in full or in part, due to insufficient funding, OKDHS may terminate the agreement or reduce the consideration upon notice in writing to the RA. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. The effective date of such

agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice, or the actual effective date of the federal funding reduction, whichever is later. PROVIDED, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the RA may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Department.

XIII. Environmental Protection

If the payments pursuant to this Agreement is expected to exceed \$100,000.00, then the RA must comply with the Section 306 of the Clean Air Act (42 U.S.C. § 1857 (L), Section 508 of the Clean Water Act (33 U.S.C. § 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

XIV. Drug-free workplace

RAs that:

- receive a federal grant;
- have a contract with a federal agency valued at \$25,000 or more;
- have a subcontract that includes a drug-free workplace requirement; or
- are subject to any federal agency regulations such as (but not limited to) those of the Department of Transportation, Department of Defense, or Nuclear Regulatory Commission; must certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and implemented at 45 C.F.R. Part 76, Subpart F, for grantees, as defined at 45 C.F.R. §§ 76.605 and 76.610.

XV. Employment Relationship

This Agreement does not create an employment relationship. Individuals performing services required by this Agreement are not employees of the State of Oklahoma or OKDHS. The RA's employees shall not be considered employees of the State of Oklahoma nor of OKDHS for any purpose and as such shall not be eligible for benefits accruing to state employees. OKDHS retains the right to request replacement of assigned staff paid in full or partially by this Agreement.

XVI. Legal Employment Status Verification System

The RA certifies that if it is an employer, it is registered with and participates in the E-Verify Employment Status Verification System maintained by the United States Citizenship and Immigration Services. The RA further certifies that any subcontractors approved to perform work under this Agreement, and which have employees are also registered with and participate in the E Verify Employment Status Verification System.

XVII. HIPAA privacy rule

The RA shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) (45 C.F.R. Parts 160, 162 and 164) under the Health Insurance Portability and Accountability Act of 1996 if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contain electronic Protected Health Information (ePHI.) The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501). Documentation of HIPAA compliance, including but not limited to, summaries of policies, procedures, practices, and user training must be provided to the OKDHS, Information Security Office. Failure to comply with the requirements of this standard may result in funding being withheld from the RA, and/or full audit and inspection of the RA’s HIPAA security compliance as it pertains to this Agreement. The RA will sign and adhere to an OKDHS Business Associate Agreement. The Business Associate Agreement provides for satisfactory assurances that the RA will use the information only for the purposes for which it was engaged. The RA agrees it will safeguard the information from misuse and will comply with HIPAA as it pertains to the duties stated within the Agreement.

Failure to comply with the requirements of this standard may result in funding being withheld from the RA, and/or full audit and inspection of the RA’s security compliance as it pertains to this Agreement.

XVIII. Penalties

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property provided under programs provided by this Agreement whether received directly or indirectly from the Department, shall, if such funds, assets, or property are of a value of \$100.00 or more, be fined no more than \$25,000.00 or imprisoned not more than five years or both; or, if such funds, assets, or property are of a value of less than \$100.00, be fined not more than \$1,000.00 or imprisoned not more than one year or both. Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from the Department, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties.

I CERTIFY that the above information is true and correct to the best of my knowledge, that reimbursement will be claimed only according to this Agreement. and that discrimination on the basis of race, sex, color, national origin, age, or disability will not be permitted.

Superintendent or Authorized Representative Title
Printed Name

Superintendent or Authorized Representative Date
Signature

FOR STATE AGENCY USE ONLY

Approved by Oklahoma Department of Human Services

OKDHS Designee Signature

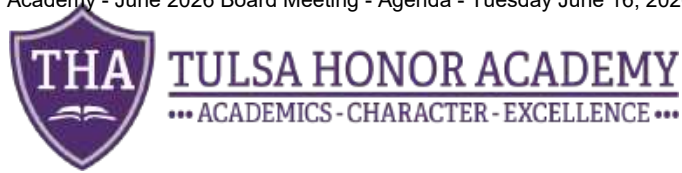
Title

Date

Coversheet

Approval of FY27 PSAT and ACT Program Agreements

Section:	II. Consent Agenda
Item:	P. Approval of FY27 PSAT and ACT Program Agreements
Purpose:	
Submitted by:	
Related Material:	College Board_ACT Inc. - 7_1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	College Board and ACT Inc.
Description of Service:	These agreements include access to administer the Pre-SAT, PreACT 8/9, PreACT, and ACT as a part of THA's College Readiness program.
Jurisdiction or Governing Law:	New York
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	General
Total Cost:	\$23,290.00
THA Signer:	Chief Operations Officer
Contract Type:	Renewal If Renewal, price change notes: No Change
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

SAT® School Day, PSAT/NMSQT®, PSAT™ 10, and PSAT™ 8/9 PROGRAM AGREEMENT

This Agreement, including all schedules, riders, or attachments shown below, (“Agreement”) is by and between you (“Client”, “you” or “School”) and College Board.

Your school(s) is/are participating in one or more of the following national standardized assessment programs:

- SAT School Day
- PSAT/NMSQT (PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.)
- PSAT 10
- PSAT 8/9

Background: College Board owns and delivers its assessments to students. This Agreement outlines how you will you sponsor an assessment administration at your schools (“Participating Schools”) for students during a certain designated period (“Testing Window”) and what assessment data and reports may be provided to you through our online data portal (collectively, the “Program”).

If your school, district or state, as applicable, has an existing signed written contract with College Board which covers the tests that you are now ordering, the terms and conditions of that contract will supersede any conflicting terms contained herein. This Agreement and any such other contract(s) constitute the entire agreement between the parties for the tests ordered and contain important information for the ordering and administration of our tests.

1. **Your Responsibilities: SAT School Day, PSAT/NMSQT, PSAT 10, and PSAT 8/9 Program Guidelines.** In connection with the use of one or more of the above national standardized assessments, you agree that you will:

- comply with the SAT Suite of Assessment Terms and Conditions in Exhibit A below and incorporated herein (These are important legal terms. Please review them carefully).
- comply with the Terms and Conditions for Administering Accommodated Tests in Schedule 1 below and incorporated herein (These are important legal terms. Please review them carefully).
- comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms> (<https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>).
- review the information in Schedule 2 below and incorporated herein about BigFuture School®, College Board’s mobile application available for students.



- place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day, PSAT/NMSQT, PSAT 10 or PSAT 8/9.
- designate personnel to act as a Test Coordinator, SSD Coordinator (defined below in Schedule 1), Technology Coordinator, Technology Monitors, Proctors and Room or Hall Monitors (collectively, “Designated Personnel”). Assessments will be administered by Client-employed personnel, who will not receive additional remuneration from College Board.
- ensure compliance with the requirements for training and other guidelines in the publications shared with you. College Board will make available online all necessary training and/or instructional materials to Designated Personnel. College Board reserves the right to cancel your test administration if your Designated Personnel fail to complete any required training, which must be completed two weeks before the test administration date.
- verify and update, if necessary, the Test Coordinator name and contact information.
- ensure that registered students are provided a link to the online SAT Student Guide (<https://satsuite.collegeboard.org/media/pdf/sat-school-day-student-guide.pdf> (<https://satsuite.collegeboard.org/media/pdf/sat-school-day-student-guide.pdf>)) at least two weeks before the anticipated start of testing.
- submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with you and in compliance with Designated Personnel Guide directions, including utilizing College Board’s Test Day Toolkit (“TDTK”) application in connection with the administration of the assessment(s).
- understand that in accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations.
- administer the test only during the authorized Testing Window for which the school is registered and make all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the training and/or instructional materials shared with you.
- receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- There is always a risk of disruption during paper or digital testing, including, without limitation, computer



issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing.

- Despite such efforts, you understand that there are situations where College Board's only option is to complete testing on the other days during the Testing Window. This is your sole remedy in relation to such disruption.
- Testing may not be available in case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
- This Agreement does not guarantee that all students you register for the Program will actually test. It is your responsibility to encourage students to complete the Program.

2. Digital Testing Requirements

- The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff.
- The Technology Coordinator for each school will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. You will ensure compliance with training requirements for all testing staff.
- The Technology Coordinator for each school will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://bluebook.collegeboard.org/technology/devices> (<https://bluebook.collegeboard.org/technology/devices>). You must ensure that each school can meet College Board Digital Testing Requirements as outlined on the referenced website.
- You shall complete College Board's Registration process for each student scheduled to test.
- If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet your students' testing needs, you should arrange for alternate accommodation supports.



3. Paper Testing

- College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- You will keep all test books in locked storage until test date.
- You will collect all test books at the end of the test.
- You will promptly mail answer sheets, test books, Coordinator's Report Form, remittance for test fees, and, if necessary, Coordinator's Irregularity Report.
- You will return answer sheets to College Board as soon as possible after the test administration (Late returns could impact the availability of scores and student eligibility for scholarship programs where applicable).

4. Program Materials (applies to all assessments unless otherwise noted):

- **Materials for Students:**
 - Link to the Student Guides.
 - Test materials delivered through College Board's Digital Testing Platform, Bluebook™.
 - Assessment score report delivered as a PDF to you via College Board's K-12 Reporting Portal.
 - The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
 - Information about scholarship and recognition programs offered by College Board.
 - Information from College Board to help students understand and navigate postsecondary and career pathways and opportunities through a College Board mobile application (available to students taking the SAT, PSAT/NMSQT, PSAT 10 and ninth graders taking the PSAT 8/9), as described in Schedule 2 below (Schedule 2 contains important information about these services. Please be sure to review. If you have questions about these services or the opt out of certain features as described below, please continue with you order. You will have the opportunity to make changes as described below after you complete your order).
 - Access to SAT Practice Tools and Support as set forth below.
 - Access to Bluebook and the test at school (You will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).
 - For PSAT/NMSQT and PSAT 10, information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.

- **Materials for Schools:**



- Materials to support test administration.
- You will receive online access to a test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the testing publications.
- Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- Access to AP Potential™ via College Board website.
- For SAT, PSAT/NMSQT, PSAT 10 and ninth grade students taking the PSAT 8/9, insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Schedule 2.
- **Reports for Districts (if applicable):**
 - Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
 - Access to AP Potential via College Board website.

5. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice> (<http://sat.collegeboard.org/practice>), all students will have access to (a) free, full-length practice tests in Bluebook and (b) free, focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the [Khan Academy Website](https://www.khanacademy.org/digital-sat) (<https://www.khanacademy.org/digital-sat>). You and your students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT written products (e.g., publications) and services (e.g. Professional Development Workshops) are not included as part of this Agreement. You may purchase these products and services separately.

6. COLLEGE BOARD DEDICATED SCHOOL DAY CUSTOMER SERVICE FOR EDUCATORS. College Board will provide you with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools including the SSD System, SSOR and TDTK;



- Assistance with completing required forms such as School Code Request Form;
- Assistance with technical complications for Bluebook Installation and Registration login, for example; and
- Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the Program can also be accessed online at the following web address: <https://satsuite.collegeboard.org/contact-us> (<https://satsuite.collegeboard.org/contact-us>).

College Board Collection, Use and Disclosure of Data. You acknowledge and agree that the data collected from the administration of the assessment(s) ordered under this Agreement (each a “Covered Assessment”) and the Educational Services (defined below) is subject to the terms below, which are further described within College Board’s privacy policies, available at <https://privacy.collegeboard.org> (<https://privacy.collegeboard.org/>).

College Board shall collect from you, or Participating School(s), the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. You and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 (“FERPA”), as applicable. You will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board’s privacy policies. *See Schedule 2 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible and for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.



College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

- For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
- For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers.
- For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the U.S. Department of Education for these purposes.
- For PSAT/NMSQT and PSAT 10, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for or receive its National Recognition Programs award(s), for administration of the National Recognition Program, and share information with the student, their high school and district about the students' eligibility and recognition status.
- For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the [PSAT/NMSQT Student Guide](https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf) (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) and www.nationalmerit.org (<http://www.nationalmerit.org/>). This includes NMSC sharing information with the students and their high school about the students' eligibility and recognition status.
- Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
- SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching



are only provided to higher education institutions and scholarship organizations when authorized by students.

- **Score Report to Schools, Districts and State:** Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
- **Accommodations:** College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- **Test Security:** College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S. or abroad, parents, legal guardians, or law enforcement.
- **Research:** College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- **Operational Third Parties:** College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- **Other:** College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

You acknowledge that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement.



Nothing in this Agreement or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

SCHEDULE 1 – Terms and Conditions for Administering Accommodated Tests

If your school, district, or state, as applicable, has a signed written contract with the College Board, the terms and conditions of that existing contract will supersede any conflicting terms contained here.

SAT School Day; PSAT/NMSQT; PSAT 10; PSAT 8/9

1. You are responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf) (<https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf>).
2. Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures which can be found at <https://accommodations.collegeboard.org> (<https://accommodations.collegeboard.org>). Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations.
3. SSD Coordinators are responsible for notifying students when and where to report on test day.
4. Early testing or testing at times other than those published by College Board is not permitted under any circumstances.
5. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated. Client allowed accommodations that prevent reportable scores cannot be reported to colleges, scholarship programs, and other designated score recipients.
6. Test coordinators may order special test formats that best match students' accommodations, including, for example, braille with raised line drawings; contracted, large-print materials; and reader's script, such as text or prerecorded audio (MP3) via streaming.
7. Test coordinators may order special test formats that best match students' accommodations, including, for example, braille with raised line drawings; contracted, large-print materials; and reader's script, such as text or prerecorded audio (MP3) via streaming.



SCHEDULE 2 - College Board's College and Career Readiness

Educational Services With the Covered Assessments, College Board shall provide the following educational services to help students navigate postsecondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, "Educational Services").

"App" refers to a College Board mobile application, BigFuture School, that students, age 13 and older, can download from the App Store to access Educational Services. The App is only available for students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9. "BigFuture School" as used herein refers to the Educational Services provided on the App (including in-App notifications if the student elects to turn on those notifications) and potential other channels such as through a website portal exclusively for the Educational Services.

SCORE INFORMATION: In BigFuture School, students may access their scores and other score information (collectively, "Score Information") for College Board assessments including scores received by students on Covered Assessments. For the SAT Suite of Assessments, Score Information will include career readiness indicator(s) derived from the student's scores and the U.S. Department of Labor/Employment and Training Administration Occupational Information Network (O*NET), mapping the math, reading, and writing skills measured by the SAT to the qualitative and literacy skills for occupations in O*NET.

RECOMMENDATIONS: In BigFuture School, College Board may provide students with educational information and recommendations about college and career options including, for example, AP Potential, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, "Recommendations"). In providing and customizing Recommendations, College Board may use score(s) achieved on Covered Assessments, career readiness indicators as provided in their Score Information for SAT School Day, and student information collected in connection with Covered Assessments and through students' use of Educational Services. In the Recommendations, College Board may include third-party links to other sites that are not operated by us, including colleges, universities, scholarship organizations, and career information sites. College Board is not responsible for the content or operation of other websites, and links to other websites are not intended to imply endorsement of them by College Board.

CONNECTIONS*: Connections is available to students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9 (for those students in 9th grade). Connections is a College Board program through which students are provided information about nonprofit colleges, universities, nonprofit scholarship providers and other government agencies administering educational programs ("Eligible Institutions") and may receive preliminary offers of admission from nonprofit colleges and universities ("Participating Colleges"). Information provided to students is based on criteria provided by those Eligible Institutions and Participating Colleges and student information and interests. This may include:

- student interests, demographics, students' use of Educational Services, and other information collected by



College Board during Covered Assessment(s) for which the student opts-in to Connections;

- students' interests and preferences (such as through user controls within the App, through engagement in BigFuture School, and any updates students make to their information in their use of Educational Services);
- assessment score ranges the student received on past and future SAT, AP, PSAT/NMSQT, PSAT 10 and PSAT 8/9 assessments;
- academic participation in AP classes (included only if a student is also participating in Connections through specific AP Classroom experience); and
- for preliminary offers of admission from Participating Colleges, assessment score ranges the student received on past and future SAT assessments may be used, and race and ethnicity will not be used.

College Board never shares students' personally identifiable information with Eligible Institutions or Participating Colleges as part of Connections.

Connections is entirely optional, and students must affirmatively opt-in and agree to College Board's use of their information as described above for Connections if they wish to participate. Unless you direct College Board to exclude your students from Connections (as further described below), students can opt-in during Covered Assessments or in the App and may be able to do so through other channels. If a student opted-in to Connections during a prior SAT School Day, PSAT/NMSQT, PSAT 10 or PSAT 8/9 assessment pursuant to an agreement with their school, district, or state, Client acknowledges and agrees to use of the student's information from Covered Assessment(s) under this Agreement in Connections, with notice of the same and opportunity to opt-out presented to any such students during the Covered Assessment(s).

Students can opt-out of Connections at any time using any of the multiple ways provided, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service. Students can also choose to remain in Connections but opt-out of individual communications channels (emails, hardcopy mailings, and in-App).

Opted-in students may receive information from and about Eligible Institutions and Participating Colleges in the App (including in-App notifications if the student elects to turn on those notifications), by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional. Eligible Institutions and Participating Colleges do not know the identity of a student to whom information is delivered unless and until the student chooses to provide their personal information directly to the Eligible Institution or Participating College, which the student can only do outside of the App and outside of the Educational Services. A student may be able to link from the App, email, or QR code in a mailing to further content within BigFuture School or to an external webpage or webform hosted by that Eligible Institution or Participating College. Any preliminary offer of admission will include a school-specific website link through



which the student may share their information directly with the Participating College, after which the Participating College may inform the student about any next steps to enroll as well as to be considered for any financial aid. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions or Participating Colleges other than in de-identified and aggregated form.

Content provided to students through Connections is created by Eligible Institutions and Participating Colleges and may include text, images, videos, and interactive elements. While Connections may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board is not responsible for and does not create, edit, or approve the content. Notwithstanding the foregoing, College Board may send a communication to the student alerting them that information through Connections is forthcoming and/or available in BigFuture School for them to access.

For students who receive a preliminary offer of admission, there is no guarantee of admission, scholarships, or financial aid and it may require them to complete additional steps to accept the offer as defined by the Participating College(s). The Participating College(s) may also require confirmation of information it relied upon in making a preliminary offer of admission, such as requiring the student to submit their final transcript to complete the admissions process. Each Participating College makes the decision on preliminary offers of admission. College Board is not involved in any of the selection or decision making by the Participating College(s).

*Not offered in New York at this time. There may be other exclusions.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide you with reporting on your students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching, and the purposes described above under the "College Board Collection, Use and Disclosure of Data" section. College Board also uses that information in Educational Services, as described above, and to communicate with students about their Covered Assessment(s) and the Educational Services. For students who use the Educational Services, they may be able to update this information within the Educational Services, if they so choose. **All questions are optional.**

Questions include the following:

- Home/Mailing Address
- Email Address
- Race
- Ethnicity
- First Language
- Best Language



- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

To use the App, College Board will provide a secure method for the student to access and authenticate their identity using information collected about them in connection with the Covered Assessment(s) and Educational Services. This may include Client providing student information for this purpose, including, for example, student email address, students providing a mobile number during the administration of the Covered Assessment with their phone number then being used to authenticate into the App, and/or Client providing an access code to each student. By providing their mobile number, the student authorizes College Board to text them to download the App, authenticate into the App, and about their scores, including when their scores are available for Covered Assessments. **College Board does not use mobile numbers collected during Covered Assessments for any other purposes.** Students are encouraged to provide an email address solely for App account recovery purposes. The foregoing is clearly explained to the student.

You may direct College Board to automatically exclude your students from Connections for the Covered Assessment(s) under this Agreement by contacting College Board Customer Service at (866) 609-1369. You may visit collegeboard.org/connections-tc (<http://www.collegeboard.org/connections-tc>) for more information about Connections and for access to an opt-out form. Your purchase confirmation email will include a link to collegeboard.org/connections-tc (<http://www.collegeboard.org/connections-tc>) and the opt-out form.

- Opt-outs must be submitted before the deadline communicated by College Board in order to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
- If a student had already opted-in to Connections under this Agreement before you opted-out, the student's data from Covered Assessment(s) under this Agreement will no longer be used for Connections upon College Board's implementation of your opt out.
- If you exclude your students from Connections and a student is not participating in Connections through other assessment(s) outside of this Agreement, the student will not receive any new content or messaging, and anything previously delivered may be still accessed by the students.
- If you opt-out, scores the student received on Covered Assessment(s) may still be used for Connections as



described above if the student opted-in to Connections through an agreement between College Board and their school, district, or state which has access to Covered Assessment score(s).

- In some instances, your district or state may have elected to opt-out your students and College Board will abide by that exclusion for your students.
- If you opt-out, you may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- Upon opt-out, students will still be able to use BigFuture School to receive Score Information and Recommendations.

Students may have opportunities to link from BigFuture School to BigFuture and to other college and career planning services on College Board's website, www.collegeboard.org (<http://www.collegeboard.org/>). Those services are not part of Educational Services and do not use student data collected under the Covered Assessments which are the subject matter of this Agreement, the only exception being scores on College Board Covered Assessments, as all students have independent rights in their own test scores, as further acknowledged above. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use in Educational Services. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments. collegeboard.org/privacycenter (<http://collegeboard.org/privacycenter>).

Some states, districts and other organizations send data protection agreements or similar as part of their procurement process. You agree that any such agreement that College Board may receive in connection with this Agreement is not intended to and does not contradict this Agreement.

Use of Artificial Intelligence. College Board may use artificial intelligence, machine learning, and other computational methods (collectively, "AI"), including in the development and scoring of tests and for test security purposes. The use of AI is monitored and is designed to help improve efficiency and fairness.

SCHEDULE 3 - Data Protection and Security Measures. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall



host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. When College Board’s platforms are accessed using a supported web browser, Transport Layer Security ("TSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

You shall be responsible for removing access to College Board’s platforms for any personnel who no longer should have access or promptly notifying College Board to request removal of any such access.

Security Measures. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States.

EXHIBIT A – SAT Suite of Assessments Terms and Conditions

INTELLECTUAL PROPERTY

Ownership of Intellectual Property. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, BigFuture School, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as "College Board Intellectual Property"). You acknowledge and agree that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to you.

Except as expressly provided herein, you are prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

SAT Suite Question Bank and License. The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are



provided for each question. College Board will release at least one full “adaptive test panel” of content for each section of each assessment each year.

College Board grants you a non exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the purpose of classroom teaching and internal reporting only. You understand and acknowledge that the “questions and answers” explanation includes College Board copyrighted content and may also include third party copyrighted content which you may only use for the aforementioned purposes. You acknowledge and agree that you have no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner unless you have express written permission from College Board and the owner of the third-party content.

College Board reserves the right to revoke the above license grant if you violate the terms of the license. In addition, College Board shall not be liable to you nor any third party for your use of the “question and answers” explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

Student Score Report License. College Board hereby grants you a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. You may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

TERM, TERMINATION, FEES, PAYMENT, TAXES

Term and Termination. This Agreement commences on July 1, 2026 and will expire on June 30, 2027 ("Term"). If either party breaches any of the provisions of this Agreement, either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if you breach the Representations and Warranties, Ownership, or Confidentiality provisions, then College Board shall have the right to terminate this Agreement immediately.

Rights After Termination. If this Agreement is terminated for any reason, you shall (a) immediately cease all use of the materials, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in your possession or under your control.

Partial Payment Upon Termination. You will pay College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the testing materials under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

Fees and Payment. You shall pay fees for the assessments furnished during the 2026-27 implementation year. Payment terms are Net 30. If you are using federal funds to pay for all or a portion of the services



furnished by College Board under this Agreement, you acknowledge and agree that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides goods and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. You acknowledge and agree that the substance of the relationship with College Board is that of a vendor not a subrecipient.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if you have an outstanding undisputed invoice(s) to College Board in an amount greater than \$300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments here until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of these outstanding invoices.

Taxes. You agree to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless you are exempt from such taxes and have furnished College Board with a valid tax exemption certificate.

REPRESENTATIONS, WARRANTIES, LIMITATION OF LIABILITY

Representations and Warranties

(i) Authority. You represent and warrant that you are empowered under applicable state laws to enter into and perform this Agreement and you have caused this Agreement to be duly authorized, executed, and delivered.

(ii) College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

(iii) College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY YOUR REQUIREMENTS.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S VENDORS AND CONSULTANTS, AND ANY OF THEM, TO YOU AND ANYONE CLAIMING BY, THROUGH OR UNDER YOU, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY



COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, VENDORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FORCE MAJEURE, TESTING DELAYS

Force Majeure. A party may be excused from performance of an obligation under this Agreement in the event that such performance is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood, epidemic, pandemic, government action or inaction, curtailment of transportation facilities, weather event, labor strikes, environmental or other contamination, natural event or other circumstance (whether or not listed above) that is beyond the control of, and could not reasonably be avoided by, such party, whether or not the applicable event is foreseeable.

Your Testing Delays. Should an event occur that would require your Participating School(s) to close for reasons beyond the reasonable control of such school(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "Delay Event"), the Participating School(s) should adjust testing until later in their the Testing Window. You understand that by selecting the last week of a Testing Window as your main administration date, if there is a Delay Event, there may be no additional test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

GOVERNING LAW, FORUM, NOTICES, PUBLICITY

Governing Law and Choice of Forum. If permitted by applicable law, this Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of New York without regard to choice or conflict of laws principles. To the extent permitted by law, any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in New York County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute); provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. You agree not to demand a trial by jury in any action, proceeding or counterclaim.



Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service). Notices sent by you to College Board shall be sent to:

SAT Suite of Assessments	With a copy to:
College Board	Legal Department
225 Liberty Street	College Board
New York, NY 10281	225 Liberty Street
Tel: (212) 713-8000	New York, NY 10281
	Tel: (212) 713-8000

Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding this Agreement.

PARTIES' RELATIONSHIP, THIRD-PARTY RIGHTS, SURVIVAL, SEVERABILITY

Relationship of the Parties. The relationship of you and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of you while performing these services and will not be entitled to fringe benefits normally accruing to employees of you. You recognize and agree that College Board is an independent contractor.

Third-Party Rights. Nothing contained in this agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create any right in or remedy of, or any duty or obligation to, any third party.

Survival. It is agreed that certain obligations under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of these Terms, shall survive termination, cancellation, or expiration of this agreement.

Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, then (a) a suitable and equitable provision shall be substituted therefore in order to carry out so far as may be a valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

PURCHASE ORDERS, CLIENT FORMS

Your Purchase Orders. You agree that any Purchase Order submitted by you shall be subject to the terms and conditions of this Agreement and shall override any terms and conditions included in your Purchase



Order. College Board accepts your Purchase Order as a matter of convenience for billing purposes only.

Client Forms. If you need College Board to complete or deliver additional forms, including, for example, a W-9, sole source letter or certificate of insurance, please complete your order today and contact us at Contractsmanagement@collegeboard.org (<mailto:Contractsmanagement@collegeboard.org>).

INTEGRATION, EXECUTION, DELIVERY, ACKNOWLEDGEMENT

Integration, Execution and Delivery. Except if your school, district or state, as applicable, has an existing signed written contract with College Board, in which case the terms and conditions of that contract will supersede any conflicting terms in this Agreement, this Agreement constitutes the entire agreement between College Board and you and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including your Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future.

AGREEMENT: BY CHECKING THE BOX, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THIS AGREEMENT (INCLUDING ALL SCHEDULES, RIDERS, AND ATTACHMENTS INCLUDED HERE) AND YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF YOUR SCHOOL OR DISTRICT, AS APPLICABLE.

Decline

Accept



ACT®

Multi-Product Terms and Conditions

THESE TERMS AND CONDITIONS GOVERN YOUR USE OF ACT ASSESSMENTS, PRODUCTS, AND SERVICES. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING THE “ENROLL” BOX YOU ARE AGREEING THAT THESE TERMS WILL APPLY TO YOUR ACCESS OR USE OF ACT ASSESSMENTS AND SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT CLICK ENROLL OR ORDER ACT ASSESSMENTS, PRODUCTS, OR SERVICES.

These terms and conditions, together with all incorporated exhibits including an enrollment form, are a binding legal agreement (the “Agreement”) between ACT Education Corp. (“ACT”), a Delaware corporation and wholly owned indirect subsidiary of Gateway Impact Corp., a Delaware public benefit corporation, having a principal place of business at 500 ACT Drive, Iowa City, IA 52243 and you, the customer (“Customer”) enrolling, placing an order, and using the ACT assessments, products, and services, including test administration, and scoring and reporting services(as applicable, “Assessments,” “Products,” and “Services”).

1. Term. This Agreement shall commence on the date Customer enrolls and accepts these terms and conditions for the Assessments, Products, and Services and shall remain in effect for the period of time indicated on Customer’s enrollment form (the “Enrollment Form”).

2. Fees for PreACT Assessments. Customer agrees to pay ACT the amounts for PreACT 8/9, PreACT, PreACT 9 Secure, and/or PreACT Secure as set forth in the Enrollment Form and ACT’s website at <https://site.act.org/preact-assessments-enrollment> for the delivery of Assessments, Products, and/or Services selected by Customer. Customer will be charged for the total number of paper answer documents processed and online assessments launched. The Customer will be charged for each assessment if an examinee starts an assessment regardless of whether the assessment is completed in full. If an examinee starts any one of the sub-tests within an assessment, the unit price for the entire battery of the sub-tests within the assessment will be charged to Customer, regardless of whether the entire battery is completed.

3. Fees for AOP. Customer will be charged a fee per seat license for ACT Online Prep (“AOP”) as selected in the Enrollment Form. Customer will be invoiced in advance for each AOP seat license purchased. Unless otherwise selected by Customer, all seat licenses for AOP will be activated within approximately two business days of execution of this Agreement and will extend for one year from activation. Customer shall not be entitled to any refund for unused licenses or licenses used for less than one year.

4. Fees for ACT® WorkKeys® Curriculum. Customer will be charged a per site license fee for each site(s) enrolled as a participant pursuant to the Enrollment Form. Customer will be invoiced in advance for each ACT WorkKeys Curriculum site license purchased. Unless otherwise selected by Customer, all site licenses

will be activated within approximately two business days of execution of this Agreement and will extend for one year. Customer shall not be entitled to any refund for unused licenses or licenses used for less than one year.

5. Fees for AOP and ACT WorkKeys Curriculum SSO. Customer will be charged an annual fee for AOP and/or ACT WorkKeys Curriculum Single Sign On (SSO) functionality as selected in the Enrollment Form. A separate fee is required to enable SSO functionality for each product and for each site. Customer will be invoiced in advance for each product and Customer site indicated on the Enrollment Form. Customer shall not be entitled to any refund in the event any site does not complete implementation of SSO functionality for any reason not caused by ACT or ACT's vendor.

6. Payment and Invoicing. The quantity and total cost provided in the Enrollment Form are estimates and for planning purposes only. Customer will be invoiced for the Assessments, Products, and Services provided upon the conclusion of testing, or on the invoicing frequency identified herein. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT. Customer will pay a service fee of one percent (1%) per month, or the maximum rate allowed by law, whichever is less, on any fees not paid when due under this Agreement. All invoices shall be sent to the billing address provided by Customer. Customer shall be responsible for any sales, use, or other taxes due as a result of any fees paid to ACT under this Agreement, unless Customer is exempt from tax as evidenced by a valid tax exemption certificate provided to ACT. Customer shall promptly provide ACT with Customer required purchase order, as applicable, prior to the scheduled delivery of Assessments, Products, and/or Services. Any terms that are contained in any Customer purchase order which are inconsistent with, different from, or supplemental to the terms of this Agreement shall be void and of no force or effect. ACT reserves the right to discontinue access to the electronic systems for Assessments, Products, and Services if payments are delinquent. ACT has no obligation to re-issue invoices, provide credits, or issue refunds.

7. Ownership of Materials. ACT owns or has license for the Assessments, Products, and Services, including but not limited to, the skill definitions on which assessments are based; paper-based or online assessment documents, paper-based or online testing materials; test questions, answer choice; administration and registration materials; publications; data; text, images, graphics, button icons, illustrations, photographs, audio clips, music, sounds, pictures, videos; software, code; look-and-feel, design, layout, organization, presentation, user interface, navigation, trade dress, and stylistic convention thereof or contained therein; the score resulting from an assessment; reports; documentation; training materials, course materials; related materials; and all intellectual property rights therein, including any and all derivatives or modifications thereof (collectively included within "ACT Materials"). ACT or its licensors owns copyrights in the ACT Materials. The ACT Materials are licensed on a limited, revocable, non-exclusive and non-sublicensable manner, not sold to Customer. Except as expressly granted in this Agreement, Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer shall not and shall not assist or permit any third party to (a) use the ACT Materials for any purpose other than as expressly permitted, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT Materials in whole or in part, (c) authorize or allow a third party to use, sell, loan or lease the ACT Materials, (d) copy, reproduce, distribute, email, post, scan, make available, display publicly, transfer, sell, modify, enhance, reverse engineer, decompile, disassemble, make derivative works from, remove information from or make any addition to the ACT Materials, in whole or in part, or allow anyone else to do so, except as permitted in writing by ACT, (e) seek to register or protect, anywhere in the world, the ACT Materials (or seek to register or protect any designation confusingly similar to the ACT Materials), (f) challenge ACT's ownership in or the validity of the ACT Materials, or (g) modify, reverse engineer, decompile, or disassemble any ACT online system. Customer shall promptly notify ACT, in

writing, of any known, threatened, or suspected infringement or unauthorized use of the ACT Materials by any third party. Customer's rights to the ACT Materials expressly terminate upon the termination of this Agreement. Customer may not sell, provide access to, or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments, Products, and/or Services to its designated personnel, participating testing sites ("Participating Testing Sites"), and examinees solely for testing and interpretation purposes consistent with the terms of this Agreement and any related agreement for the use of the Assessments, Products, and/or Services.

8. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT hereby grants to Customer a revocable, non-exclusive and non-transferable license during the Term of the Agreement to: (a) access the Assessments, Products, and/or Services, as applicable, solely for personal and noncommercial use, (b) administer the Assessments, Products, and/or Services to users authorized by Customer, and (c) use to the Assessments, Products, and/or Services and other materials as described herein in connection with an authorized use of the Assessments, Products, and/or Services. Customer may administer the Assessments, Products, and/or Services, as applicable, provided Customer abides by the terms and conditions set forth in this Agreement.

9. Assessment Testing Procedures. Customer and its Participating Testing Sites agree to administer the Assessments in accordance with all policies and procedures established by ACT, as may be updated from time to time. Customer agrees to store ACT Materials in secure location(s) defined and described by ACT. Customer agrees that all used and unused ACT Materials (and copies, if any) will be returned to ACT as applicable and in accordance with the policies and procedures established by ACT. In the event of a test security incident or use of the ACT Materials that conflicts with the requirements of this Agreement or ACT policies and procedures, Customer and its Participating Testing Sites agree to fully cooperate with ACT, and shall cause those individuals involved in the preparation, administration, or the return of the Assessments to fully cooperate with ACT. In the event ACT identifies testing irregularities, which may include but are not limited to the use of a compromised test form, falsification by an examinee of his or her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development, ACT reserves the right, in its sole and absolute discretion, to cancel all related or impacted test scores and notify Customer of that cancellation.

10. AOP and ACT WorkKeys Curriculum Customer Responsibilities. Customers ordering AOP and/or ACT WorkKeys Curriculum shall (a) appoint an administrator who will have authority to distribute access information, and to set up user accounts, (b) assure proper machine configuration, a compatible Internet browser, and Internet access, in each case, as applicable, (c) ensure that only users authorized by Customer are given access information to access the Products and Services; (d) ensure that access to the Products and Services is terminated when an authorized user ceases to be affiliated with Customer; (e) use the Products and Services in conformance with any related manuals and materials as published and updated by ACT from time to time, (f) control the use of the Products and Services, and assure that only users authorized by Customer are provided access, (g) comply with all other terms and conditions of this Agreement, including, but not limited to, paying, when due, all fees owed, and (h) assume full responsibility for the selection of the Products and Services to achieve any Customer purpose.

11. Confidentiality. Customer agrees that neither it nor its employees, representatives, or agents shall at any time during or following the Term of the Agreement, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials as part of the Assessments, Products, and/or Services provided hereunder. Customer shall protect the ACT Materials in accordance with ACT's policies and procedures, but in no event less than a reasonable standard of care. All ACT Materials are and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall not store secure assessments after administration and must return any unused ACT Materials (and all copies, if any) as directed by ACT and in accordance with ACT's policies and procedures. In the event Customer receives a Freedom of Information Act, public record, open record, or similar request for any confidential information covered by this Agreement, Customer agrees to immediately notify ACT of such request in writing. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the ACT Materials and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided in this Agreement or by applicable law). Customer acknowledges and agrees that damages may not be adequate to compensate for the breach of this section and accordingly, Customer agrees that, in addition to any and all other remedies available, ACT is entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in this section.

12. Trademarks. ACT owns trademarks including, but not limited to, "ACT," "PreACT 8/9," "PreACT," "PreACT 9 Secure," "PreACT Secure," "Mosaic by ACT," "WorkKeys," "NCRC," "National Career Readiness Certificate," and the certification marks, "Platinum," "Gold," "Silver" and "Bronze" (collectively the "Trademarks.") Except as specifically granted in this Agreement, Customer does not acquire any right, title, or interest in or to the Trademarks. The Trademarks may not be used without ACT's prior written consent, and any authorized use of the Trademarks shall be governed by ACT's Trademark Use Guidelines

13. U.S. Government Licenses. The online components of the Assessments, Products, and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire Assessments, Products, and Services with only those rights set forth herein.

14. Updates and Modifications. To maintain and improve the Assessments, Products, and Services, the Assessments, Products, and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modifications and updates available to Customer as they are developed. In the event ACT revises the Assessments, Products, and Services to offer new, optional functionalities, ACT reserves the right to charge a fee for any such new functionalities available through the revised Assessments, Products, and Services, provided, however, ACT shall not charge Customer additional fees under this Agreement unless pursuant to a written agreement executed by both parties.

15. Computer Requirements, Compatible Platforms and Hardware, and System Maintenance. ACT will provide Customer with computer configuration and other requirements as applicable. Customer acknowledges and agrees that the computer configuration requirements are necessary to properly access and use the Assessments, Products, and Services and that ACT shall have no liability for matters relating to the

failure to comply with these computer requirements. ACT may, in its sole discretion, revise these configuration requirements from time to time. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, network configurations, and other items required to use and access Assessments, Products, and Services. ACT is not responsible for any incompatibility between ACT Assessments, Products, and Services and any versions of operating systems, hardware, browsers, inadequate network configurations, or other products not specifically approved by ACT for Customer's use with the ACT Assessments, Products, and Services. Assessments, Products, and Services are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

16. Username and Passwords. Access to the Assessments, Products, and/or Services shall be granted to only those Customer and Participating Testing Site staff and students that have been authorized to use the Assessments, Products, and/or Services by Customer. Each authorized staff member, examinee, or user will be required to use a unique username and password to access the online platforms provided as part of the Assessments, Products, and Services. Staff and examinees may not share with or otherwise divulge their password to any other person. Access to the online platform is personal to the individual authorized staff member or examinee. Customer and Participating Testing Site staff accessing the online platforms must log in using an email address having a domain affiliated with Customer or Authorized Customer Location and may not impersonate any person or entity or falsely state or otherwise misrepresent to ACT their identity or affiliation with a person or entity.

17. Use of Third Parties. In the event ACT Assessments, Products, and/or Services are administered by a third party on behalf of Customer ("Third Party"), Customer enters into this Agreement on its own behalf and on behalf of the Third Party. Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were Customer. Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.

18. Restrictions. Except as expressly permitted herein or under applicable ACT policies and/or procedures, Customer may not (a) use the ACT Materials for any other purpose; (b) assign, license, sell, loan, lease, or otherwise transfer the ACT Materials in whole or in part; (c) authorize or allow a third party to use the ACT Materials; (d) copy, or allow anyone else to copy, in whole or in part, the ACT Materials; (e) modify, reverse engineer, decompile, or disassemble the Assessments, Products, and/or Services, including the ACT Materials; (f) store the ACT Materials at any location other than a Customer-controlled location; or (g) retain excess paper test booklets after administration of a secure assessment.

19. Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, Products, and Services as set forth in ACT's Privacy Policy available at www.act.org/privacy, as amended from time to time. Assessment examinees may activate an online account and select their data privacy preferences in such account. ACT will honor the data sharing and privacy requests of such examinee/student.

20. Limitation on Damages. ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during each annual Term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.

21. Warranty and Limitations. EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES REGARDING GUARANTEED UPTIME, WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY FOR ASSURING THAT ITS USE OF THE ASSESSMENTS, PRODUCTS OR SERVICES COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND ALL LABOR, EMPLOYEE, OR OTHER CONTRACTS OR PRACTICES TO WHICH IT IS A PARTY.

22. Termination and Cancellation. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Notwithstanding the above, if Customer places an order for Assessments and fails to provide student registration information and organizational files to ACT by the deadline required by ACT, Customer's participation in the Assessments, Products, and/or Services, as applicable, will be automatically cancelled and this Agreement will be deemed terminated without further notice. Customer shall pay ACT for all Assessments, Products, and Services delivered through the date of termination. No proration of fees or refunds will be provided in the event of early termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the ACT Materials and shall immediately return all copies of the ACT Materials in its possession. Upon the expiration or termination of this Agreement, the obligations set forth in the following provisions of the Agreement shall survive: Payment, Ownership of Materials, Confidentiality, Testing Procedures, Data, Limitation on Damages and Warranty and Limitations.

23. Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, the actions of Customer, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, this Agreement may be terminated by either party upon notice to the other.

24. Assignment. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer of its obligations under the Agreement.

25. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

26. No Third-Party Beneficiaries. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement.

27. Severability; Headings; Governing Law. Should any provision of this agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in full force and effect. Headings used in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be governed by the laws of the State of Iowa.

28. Entire Agreement. This Agreement, including Customer's Enrollment Form, and all incorporated exhibits, constitutes the entire agreement between the parties with respect to the Assessments, Products, and/or Services, as applicable, and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applying to the delivery of the Assessments, Products, and Services as between ACT and Customer. Except as may be incorporated in this Agreement, ACT expressly objects to and rejects any different or additional terms included in any request for proposal, quotation, purchase order, acknowledgment form, or other documents provided by Customer that purport to bind the parties. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

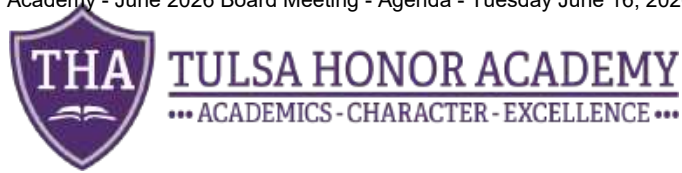
29. Notices. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier; or (c) email, in which case such notice shall be deemed to have been received upon confirmation of such receipt. All notices shall be sent to ACT at the following address: ACT Education Corp. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: General Counsel, Contract.Services@act.org. All notices to Customer shall be sent to the address provided in the first paragraph of the Agreement and/or email address of the Customer.

THESE TERMS AND CONDITIONS GOVERN YOUR USE OF ACT ASSESSMENTS, PRODUCTS, AND SERVICES. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS. BY CLICKING THE "ENROLL" BOX YOU ARE AGREEING THAT THESE TERMS AND CONDITIONS WILL APPLY TO YOUR ACCESS OR USE OF ACT ASSESSMENTS, PRODUCTS, AND SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT CLICK ENROLL OR ORDER ACT ASSESSMENTS, PRODUCTS, OR SERVICES.

Coversheet

Approval of Contract with Renaissance for STAR Reading Assessment

Section:	II. Consent Agenda
Item:	Q. Approval of Contract with Renaissance for STAR Reading Assessment
Purpose:	
Submitted by:	
Related Material:	Renaissance - STAR - 7_1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Renaissance
Description of Service:	STAR reading assessments will be used to benchmark Tier 3 & Tier 2 reading intervention progress.
Jurisdiction or Governing Law:	N/A
Term of contract:	6/17/2026 to 6/30/2027
Funding Source:	General
Total Cost:	\$4,290
THA Signer:	Chief Academic Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires 30 days notice to terminate.
Term:	Term is 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.

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
 PO Box 8036, Wisconsin Rapids, WI 54495
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote

Q-476061 v3

Tulsa Honor Academy - 6940790

Primary Contact

Denise Maguire
 Email - dmaguire@tulsahonor.org
 1421 South Sheridan Road
 Tulsa, OK 74112-1713

Billing Account

Tulsa Honor Academy - 6940790
 Email - accountspayable@tulsahonor.org, amoore@tulsahonor.org
 1421 South Sheridan Road
 Tulsa, OK 74112-1713

Quote Summary

School Count: 1

Renaissance Products & Services	\$4,290.00
Total	
Estimated Sales Tax	\$0.00
Shipping Cost	\$0.00
Grand Total	USD \$4,290.00

This quote includes: Services and Star.

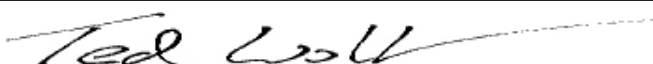
By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf>, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at <https://docs.renaissance.com/R62068> are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an Invoice for this Quote promptly after the date the Order is processed at Renaissance. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance as an attachment to this signed quote. Customer agrees to pay the invoice within 30 days after the Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Account information is correct.

Renaissance Learning, Inc.	Tulsa Honor Academy
	By:
Name: Ted Wolf	Name:
Title: Chief Financial Officer	Title:
Date: 29-May-2026	Date:

Please e-sign OR print, sign, and return this Quote to your Account Representative Sara Bertagnoli Reams at sara.reams@renaissance.com. For any changes or additional information, please reach out by email or phone at (410) 779-9409. Thank you.

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905

PO Box 8036, Wisconsin Rapids, WI 54495

Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474

www.renaissance.com

Quote

Q-476061 v3

Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905

PO Box 8036, Wisconsin Rapids, WI 54495

Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474

www.renaissance.com

Quote

Q-476061 v3

Quote Details

Tulsa Honor Academy – 6940790

Products & Services	Quantity	Unit Price	Total
Bundle			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Base Professional Learning Package	1	\$1,500.00	\$1,500.00
Quote Year 1 Subtotal			\$1,500.00
Star Assessments			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Star Phonics Student Subscription	150	\$3.25	\$487.50
Star Reading Subscription	150	\$5.75	\$862.50
Star CBM Reading Subscription	150	\$4.60	\$690.00
Quote Year 1 Subtotal			\$2,040.00
Platform			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$750.00
Tulsa Honor Academy Total			\$4,290.00

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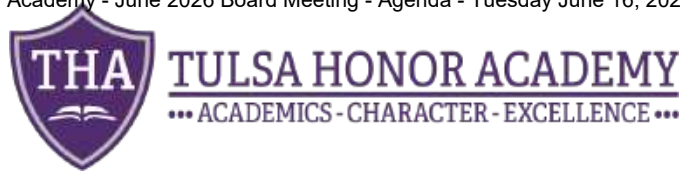
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Coversheet

Approval of Contract with Main Event

Section:	II. Consent Agenda
Item:	R. Approval of Contract with Main Event
Purpose:	
Submitted by:	
Related Material:	Main Event - 6_25_2026 to 6_25_2026.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Main Event
Description of Service:	This contract is for our alumni summer celebration. This is an event for alumni to gather and have the opportunity to check in with the college readiness team and staff. This gives an additional check point for our alumni in a low pressure way that promotes community
Jurisdiction or Governing Law:	Washington
Term of contract:	6/25/2026 to 6/25/2026
Funding Source:	Gift Fund
Total Cost:	669.28
THA Signer:	Chief Executive Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The contract requires 5 days before event notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	The amount may change with student RSVP closer to the event, along with tax removed.

NOTES FROM THA STAFF

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



Main Event - Tulsa
 7830 South Santa Fe Ave West
 Tulsa, OK 74132

Event Date: Thursday, June 25, 2026
Start Time: 5:00 PM
Guest Count: 30

Event Order Q-482909
Email: tulsales@mainevent.com
Phone: 918-447-1200

****TENTATIVE CONTRACT – DATES, TIMES AND SPACE WILL NOT BE RESERVED
 FOR THIS EVENT UNTIL SIGNATURE AND DEPOSIT ARE RECEIVED BY THE CENTER****

ACCOUNT	PRIMARY CONTACT	EMAIL	PHONE
Tulsa Honor Academy	Charlene Johnson	cjohnson@tulsahonor.org	14062109597

ITINERARY

PLEASE ARRIVE 15 MINUTES BEFORE START OF THE EVENT

Time	Activity	Location	Sessions	Qty.
5:00 PM - 9:00 PM	All You Can Play Activities 4 Hours		1	30
5:15 PM - 6:15 PM	2 Slices of Pizza			30

EVENT OVERVIEW

Package Selection

DETAILS	QTY.	UOM	PRICE EA.	TOTAL
Youth All Access PM	30	per Guest	\$20.95	\$628.50

Menu

DETAILS	QTY.	UOM	PRICE EA.	TOTAL
2 Slices of Pizza	30	per Guest	Included	\$0.00
2 slices of pizza + medium soft drink				

Activities

DETAILS	QTY.	UOM	PRICE EA.	TOTAL
All You Can Play Activities 4 Hours	30	per Guest	Included	\$0.00
2 Lanes Reserved				
Bowling Shoes	30	per Guest	Included	\$0.00
\$10 FUNcard	30	per Guest	Included	\$0.00



CHARGES & PAYMENTS	
Subtotal	\$628.50
Service Charge	\$0.00
Taxes and Fees	\$40.78
Grand Total	\$669.28
Payments Received	\$0.00
Balance Due	\$669.28

Service Charge Information:

- A Service Charge of 20% will be applied to all food and non-alcoholic beverage purchases (12% for birthday packages). This charge is retained by the venue to support event operations (setup/breakdown), administrative expenses, and facility services and is not a gratuity. Gratuity for service staff is optional and not included.
- A separate 20% Bar Service Charge will be applied to all alcoholic beverage purchases and is allocated as gratuity to bartenders and bar service team.

Final Changes and Cancellation Policy:

- Final guest count and all changes are due five (5) business days prior to the event. At this point, this contract is final and guaranteed, and will reflect payment due at time of event.
- An increase in guest count on the day of the event will result in an increase in amount due based on the per person charge of the event. We will make every accommodation for the additional guests, but there is no guarantee of space or food availability.
- If event is cancelled before thirty (30) days from its scheduled date, the initial deposit will be refunded in full.
- Any cancellation within thirty (30) days of the scheduled event will result in a forfeiture of the total amount of the initial deposit.
- Company reserves the right, and Guest consents, to have Company charge the balance of Guest's event on the Guest's credit card on file in the event Guest does not otherwise make full and final payment for the Event at the conclusion of the Event.
- **Unless otherwise stated, event deposits are non refundable.**

Please note the following:

No outside food & drink except birthday cake. Ice Cream and Ice Cream Cake are NOT permitted.
Must be 48" or taller for Gravity Ropes.
Must be 48" or taller for Laser Tag.

Client Signature:

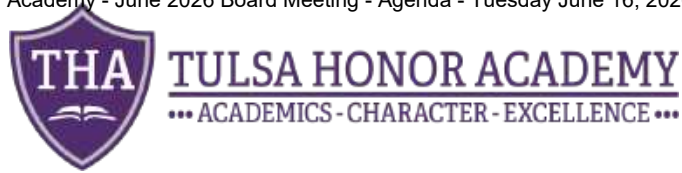
Date:

The signature above agrees to the above terms and further authorizes Main Event Entertainment, Inc to charge the initial deposit to the credit card on file.

Coversheet

Approval of FY27 Contract with NWEA

Section: II. Consent Agenda
Item: S. Approval of FY27 Contract with NWEA
Purpose:
Submitted by:
Related Material: NWEA - 7_1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	NWEA
Description of Service:	This renewal quote includes access to THA's growth and achievement assessment for Math, Reading, Science, and Language usage for middle school and special education high school scholars.
Jurisdiction or Governing Law:	Massachusetts
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	General
Total Cost:	\$15,745.00
THA Signer:	Chief Operations Officer
Contract Type:	Renewal If Renewal, price change notes: Comparable
Termination Clause:	The contract requires N/A days notice to terminate.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

N/A



SALES ORDER

Order Date: 01/20/2026

Start Date: 07/01/2026

Order #: 00133438

End Date: 06/30/2027

Prepared For

Account Name: Tulsa Honor Academy Charter School

Agency Code: 12333

Primary Contact: Emilee White

Email: ewhite@tulsahonor.org

Customer Information

Tulsa Honor Academy Charter School
209 S Lakewood Ave
Tulsa, OK 74112-1713
United States

Bill-To Information

Tulsa Honor Academy Charter School
209 S. Lakewood Ave.
Tulsa, OK 74112
United States

NWEA Sales Point of Contact

Nicolina Abruzzese

nicolina.abruzzo@nwea.org

(201) 317-0679

Products & Services

Product	Catalog Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth K-12	\$14.50	\$14.00	900	\$12,600.00	-\$450.00
MAP Growth Science (Add-On)	\$2.75	\$2.75	780	\$2,145.00	-\$0.00
MAP Growth Foundations Online Annual License	\$1,100.00	\$1,000.00	1	\$1,000.00	-\$100.00

Discount	-
Subtotal	\$15,745.00
Estimated Tax	\$0.00
Grand Total	\$15,745.00

Notes

Renewal for 26-27SY

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at <https://support.hmhco.com/s/article/Billing-and-Invoices>. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase> (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

Signature

Customer
Signature: _____

Customer
Printed Name: _____

Date: _____

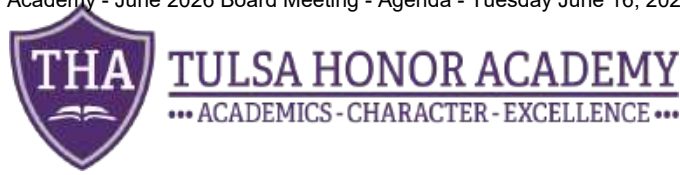
Customer Title _____



Coversheet

Approval of FY27 Contract with Hefley's Hard Knocks Training

Section:	II. Consent Agenda
Item:	T. Approval of FY27 Contract with Hefley's Hard Knocks Training
Purpose:	
Submitted by:	
Related Material:	Hefley's Hard Knocks Training - 7_1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Bradley Hefley- Hefley's Hard Knocks Training
Description of Service:	This contract grants access to the above vendor to operate a training program provided to the public using the THA Weightroom.
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	There is no cost associated with this contract. Mr. Hefley would be donating equipment in lieu of monetary rent paid to THA.
Total Cost:	\$0
THA Signer:	Chief Operations Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	Either party may terminate this agreement with 30 days' written notice. THA reserves the right to terminate immediately if insurance lapses or if safety/security protocols (e.g., key sharing, equipment safety) are breached or any client is injured.
Term:	Term is within this fiscal year (preferable)
THA Relationships or Conflicts of Interest:	Bradley Hefley is a current THA staff member.
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

N/A

FACILITY USE AND EQUIPMENT DONATION AGREEMENT

BETWEEN: Tulsa Honor Academy, Inc. (THA) ("the School")

AND: Bradley Hefley, dba Hefley's Hard Knocks Training ("the Contractor")

1. SCOPE OF USE

The School grants the Contractor non-exclusive access to the THA Weight Room located 1421 S. Sheridan Rd. Tulsa, OK 74112 for the purpose of operating a private strength training business for its private client(s).

- **Authorized Users:** Only the Contractor and clients who have signed the THA Weight Room Liability Form are permitted on-site.
- **Access:** The Contractor shall use his assigned access card for his own entry only. Sharing access cards or keys with clients or unauthorized individuals is strictly prohibited and grounds for immediate termination of this agreement. No private clients shall have access to the THA Weight Room without the Contractor being present and supervising the actions of the client.
- **Supervision:** Contractor shall be responsible to supervise any private clients that are in the THA Facility at all times and all participants must remain in the approved locations.
 - Approved locations per this agreement include the THA Weight Room and adjacent restrooms and locker rooms.

2. SCHEDULING AND PRIORITY

The parties agree that the primary purpose of the facility is to serve THA scholars and school programs.

- **School Priority:** THA athletic programs, physical education classes, and school-sanctioned events take absolute priority over the Contractor's business operations.
- **Approved Hours:** The Contractor's use of the facility is limited to the following windows: Monday, Tuesday, Wednesday, Thursday and Friday 5:00 PM – 9:00 PM. Saturday and Sunday 8am-9pm. **The contractor must book the space through the Scholar Life Manager. The schedule is subject to change based on the needs of THA Extracurriculars and any changes will be communicated at least 1 week in advance.**
- **Schedule Conflicts:** THA reserves the right to "black out" dates for school events (e.g., games, assemblies, or maintenance) with 48 hours notice to the Contractor.
- **Coordination:** The Contractor must submit a monthly schedule of training sessions to the Scholar Life Manager for approval to ensure no overlap with school activities.

3. THE EXCHANGE (EQUIPMENT DONATION)

In lieu of monetary rent, the Contractor agrees to donate the following equipment to THA:

- **Equipment List:** The Contractor will donate 3 Squat Racks with dip bar attachments and equipment needed to bolt the squat racks down. See "Exhibit A"
- **Ownership:** Upon delivery to THA, all donated equipment becomes the sole property of THA.

- **Maintenance:** Notwithstanding ownership, the Contractor is solely responsible for the specialized maintenance, safety inspections, and sanitization of the **donated equipment** for the duration of this agreement.

4. MAINTENANCE & CLEANLINESS

- **Contractor Responsibilities:** The Contractor must clean and sanitize all equipment (both donated and THA-owned) used during his sessions immediately following use.
- **School Responsibilities:** THA will provide general custodial services for the facility, including floors, walls, doors, and windows, and will maintain THA's original equipment.

5. INSURANCE REQUIREMENTS

The Contractor shall maintain the following insurance coverage throughout the term of this agreement:

- **General Liability:** Minimum limits of **\$1,000,000 per claim / \$2,000,000 aggregate**.
- **Additional Insured:** Tulsa Honor Academy must be named as an "Additional Insured" on the policy. A Certificate of Insurance (COI) must be provided before operations begin.
- **Workers' Compensation:** If the Contractor hires employees, a copy of a valid Workers' Compensation policy must be provided to the School.

6. LIABILITY AND HOLD HARMLESS

The Contractor assumes all risk of operations. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Tulsa Honor Academy, its board, employees, and agents from any and all claims, damages, losses, or expenses (including attorney fees) arising out of the Contractor's use of the facility, the training of clients, or the use of any equipment on-site.

7. PARTICIPATION

Any participant (including current and former THA scholars) in the Contractor's program does so as a **private client** of the Contractor, not as a student of THA. All participants/clients must have a signed **THA Weight Room Liability Form and Hold Harmless Agreement** on file with the Contractor and the School prior to participation.

8. TERMINATION

Either party may terminate this agreement with 30 days' written notice. THA reserves the right to terminate immediately if insurance lapses or if safety/security protocols (e.g., key sharing, equipment safety) are breached or any client is injured.

SIGNATURES:

Tulsa Honor Academy: _____ Date: _____

Name (Printed): _____ Title: _____

Bradley Hefley (Contractor): _____ **Date:** _____

Exhibit A - Detailed Equipment List with serial number, model, and condition – provided by the Contractor and inspected and agreed upon by the School

Equipment	Description	Serial Number	Brand/Model	Condition	Contractor Initial	School Initial
Squat Rack 1	Black squat rack with dip bar attachment.		Bells of Steel: Brute Rack 2.1	Used/Like New		
Squat Rack 2	Black squat rack with dip bar attachment.		Bells of Steel: Brute Rack 2.1	Used/Like New		
Squat Rack 3	Black squat rack with dip bar attachment.		Bells of Steel: Brute Rack 2.1	Used/Like New		



Coversheet

Approval of Employee Criminal Reporting Policy

Section: II. Consent Agenda
Item: U. Approval of Employee Criminal Reporting Policy
Purpose:
Submitted by:
Related Material: Employee Criminal Record Policy.pdf



EMPLOYEE CRIMINAL RECORD AND REPORTING POLICY

PURPOSE: To require all employees to report if they have been charged or convicted of certain criminal activity.

A. Employee Annual Criminal Record Check

Student and staff safety is of paramount concern to Tulsa Honor Academy (“School”) and its Board of Education (“Board”). Employees who have committed criminal offenses could be a threat to the safety of students and staff. The Board commits itself to maintaining a safe environment for all students and employees.

A. The School will conduct an annual name search of each School employee against the registries maintained pursuant to the Oklahoma Sex Offenders Registration Act and the Mary Rippy Violent Crime Act.

B. On an annual basis, all returning School employees are required to truthfully answer yes or no to the following questions within Forty-Eight Hours of it being requested by the School:

Questionnaire:

Have you, within the past 365 days:

1. Been charged with a felony or misdemeanor sex or drug crime? Yes / No
2. Been charged with a felony or misdemeanor involving a minor(s)? Yes/ No
3. Been charged with a felony or misdemeanor violent crime such as abuse or domestic violence?
Yes / No
4. Entered a plea of guilty or nolo contendere to any state or federal felony charge? Yes / No
5. Been convicted of a state (any state) or federal felony offense? Yes / No
6. Been charged with a state (any state) or federal felony offense which was reduced to a misdemeanor offense to which you entered a plea of guilty or nolo contendere? Yes / No
7. Entered a plea of guilty or nolo contendere to, or been convicted of, a state (any state) or federal misdemeanor charge? Yes / No
8. Entered into a deferred prosecution agreement with a state (any state) or federal prosecutor?
Yes / No

(Collectively, items 1 – 8 are referred to as “Events”)

All questionnaire forms must be returned to HR by the designated date provided to employees each school year. The questionnaire may be accomplished electronically through School email accounts, and the return of the questionnaire via the employee’s School email account will constitute the electronic signature of the employee.



Refusal by the employee to sign and return the required form or giving false information or misinformation on the required questionnaire form will constitute insubordination and willful neglect of duty and may be the basis for disciplinary action, including termination of employment.

B. Employee Reporting Requirement

In addition to this annual reporting requirement, each employee shall report the occurrence of any Event within Forty-Eight Hours thereof. Failure to provide the referenced information, in writing, to HR via hr@tulsahonor.org within the Forty-Eight Hour period may result in termination for insubordination and willful neglect of duty.

C. Right to Conduct Criminal Record Searches

If HR receives credible information indicating a School employee has been charged or convicted of a felony, misdemeanor sex offense, misdemeanor drug crime, or misdemeanor violent crime such as abuse or domestic violence, an HR representative shall have the right to conduct a criminal record search. The School will pay the search fee. If the search report shows that the employee has been convicted of an unpardoned felony, misdemeanor sex offense, misdemeanor drug crime, or misdemeanor violent crime such as abuse or domestic violence, the employee will be furnished with a copy of the search report and will be provided a conference with an HR representative.

The employee will then have the opportunity to rebut the search report. As determined by the HR representative, an employee who has been convicted may be dismissed.

D. Random Criminal / Background Checks

Each year, up to ten percent (10%) of the total staff (teachers, support and administrative) may be randomly selected for a criminal record check to be conducted through the third-party vendor utilized for preemployment criminal record checks for all employees.

E. Investigatory - Criminal / Background Checks

Under circumstances regarding an investigation of employee theft or other matter involving the safety, security, or protection of students and/or the School, individual employee background and criminal checks may be conducted as a part of such an investigation.

F. Review Process

The School will conduct a confidential review and investigation of the occurrence of any Event, which may include (1) discussion with the employee; (2) review of available documentation; (3) consultation with legal or external professionals as appropriate; and (4) a discussion in executive session among the Board.

G. Immediate Action (If Necessary) for Safety



To ensure the safety of students and staff at the School, the employee may be placed on paid administrative leave, have their job duties and job placement modified, and/or have their access to school grounds restricted.

H. Disciplinary Action

Notification of an arrest or charge does not automatically result in disciplinary action. Each situation will be reviewed based on: (1) nature of the alleged conduct; (2) relevance to the employee's role; and (3) potential risk to the school community. These employee issues may be discussed in executive session with the Board. Appropriate employment/disciplinary action up to and including termination of employment may be taken as warranted by information received under sections A through H herein.

Approved on: June 16, 2026

Coversheet

May Activity Fund Report

Section:	V. Information Agenda II
Item:	C. May Activity Fund Report
Purpose:	Discuss
Submitted by:	
Related Material:	Activity Fund Report - May 2026.pdf

Activity Fund Deposits				Cleared Activity Fund Expenditures			
Description	Date	Project Code	Total	Description	Date	Project Code	Total
April 2026 Carryover			\$5,087.73	Proserpity: Best Western College Readiness NYC TRIP Hotels	05/04/26	861 FLORES HS STUDENT COUNCIL	\$525.66
April 2026 Carryover	5/1/2026	802 THA HIGH SCHOOL	\$12,274.25	Proserpity: Best Western College Readiness NYC TRIP Hotels	05/04/26	830 THA MIDDLE SCHOOL	\$525.65
April 2026 Carryover	5/1/2026	830 THA MIDDLE SCHOOL	\$6,483.10	Proserpity: Best Western College Readiness NYC TRIP Hotels	05/04/26	802 THA HS STUDENT COUNCIL	\$5,886.19
April 2026 Carryover	5/1/2026	861 FLORES MS STUDENT COUNCIL	\$5,753.03	Proserpity: Super Tacos HS Prom Refreshments	05/13/26	802 THA HS STUDENT COUNCIL	\$686.33
April 2026 Carryover	5/1/2026	862 FLORES MIDDLE SCHOOL ATHLETICS	\$2,392.29	Proserpity: Sam's HS Prom Refreshments	05/13/26	802 THA HS STUDENT COUNCIL	\$188.39
April 2026 Carryover	5/1/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$2,097.08	Proserpity: Sam's HS Fundraiser Concessions	05/13/26	801 THA HIGH SCHOOL	\$105.52
April 2026 Carryover	5/1/2026	899 STAFF FUND	\$0.00	Proserpity: Mazzi's HS EVENT	05/13/26	801 THA HIGH SCHOOL	\$155.64
April 2026 Carryover	5/1/2026	899 GENERAL FUND REFUND	\$785.61	Soccer Ref: Pagan Davani	05/13/26	801 THA HIGH SCHOOL	\$50.00
SQUARE: HS Soccer Fees	5/1/2026	801 THA HIGH SCHOOL	\$144.44	Soccer Ref: Stephen Hendrix	05/04/26	801 THA HIGH SCHOOL	\$140.00
SQUARE: HS Yearbook Sales	5/1/2026	802 THA HIGH SCHOOL	\$284.17	Prom venue: Gateway Tulsa LLC	05/08/26	802 THA HS STUDENT COUNCIL	\$2,250.00
HS Soccer Fee	5/1/2026	801 THA HIGH SCHOOL	\$225.00	Amazon: Prom supplies	05/19/26	802 THA HS STUDENT COUNCIL	\$62.69
HS Soccer Concessions	5/1/2026	801 THA HIGH SCHOOL	\$45.00	Amazon: HS StuCo Supplies	05/04/26	802 THA HS STUDENT COUNCIL	\$57.17
HS Yearbook Sales	5/1/2026	801 THA HIGH SCHOOL	\$750.00	Amazon: Prom supplies	05/06/26	802 THA HS STUDENT COUNCIL	\$207.07
HS StuCo BASIC	5/1/2026	802 THA HS STUDENT COUNCIL	\$400.00	Prom DJ: Maria Ortiz DBA Sordido Factor	05/11/26	802 THA HS STUDENT COUNCIL	\$800.00
FMS Yearbook Sales	5/1/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$850.00	Soccer Ref: Bob Pasha	05/15/26	862 FLORES MIDDLE SCHOOL ATHLETICS	\$20.00
SQUARE: OC Yearbook Sales	5/1/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$23.97	Soccer Ref: Bob Pasha	05/15/26	830 THA MIDDLE SCHOOL	\$20.00
FMS Yearbook Sales	5/5/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$440.00	Soccer Ref: Bob Pasha	05/15/26	801 THA HIGH SCHOOL	\$70.00
FMS Activity Fund Donation	5/5/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$110.00	Soccer Ref: Calvin Khalaf	05/12/26	801 THA HIGH SCHOOL	\$70.00
HS StuCo BASIC Fee	5/5/2026	802 THA HS STUDENT COUNCIL	\$400.00	Amazon: FMS StuCo Supplies	05/19/26	862 FLORES MS STUDENT COUNCIL	\$61.43
HS Declaration Day T-Shirt	5/5/2026	802 THA HS STUDENT COUNCIL	\$420.00	DS Bus: MS Soccer Transportation	05/26/26	862 FLORES MIDDLE SCHOOL ATHLETICS	\$121.16
OC Declaration Day T-Shirt	5/5/2026	861 FLORES MS STUDENT COUNCIL	\$375.00	DS Bus: MS Soccer Transportation	05/26/26	830 THA MIDDLE SCHOOL	\$121.16
HS Yearbook Sales	5/5/2026	801 THA HIGH SCHOOL	\$180.00	DS Bus: OC Pep Rally Transportation	05/26/26	830 THA MIDDLE SCHOOL	\$320.32
HS Soccer Fee	5/5/2026	801 THA HIGH SCHOOL	\$90.00	DS Bus: HS Soccer Transportation	05/26/26	801 THA HIGH SCHOOL	\$1,176.76
OC Yearbook Sales	5/5/2026	801 THA HIGH SCHOOL	\$70.00	Soccer Ref: Seydell Hashemi	05/26/26	801 THA HIGH SCHOOL	\$140.00
HS Soccer Fees	5/5/2026	801 THA HIGH SCHOOL	\$675.00	Soccer Ref: Sean Ryan	05/13/26	862 FLORES MIDDLE SCHOOL ATHLETICS	\$20.00
HS Yearbook Sales	5/5/2026	830 THA MIDDLE SCHOOL	\$20.00	Amazon: StuCo Senior Sunset Supplies	05/26/26	830 THA MIDDLE SCHOOL	\$20.00
HS Yearbook Sales	5/5/2026	801 THA HIGH SCHOOL	\$75.00	Soccer Ref: Stuart C Cordier	05/22/26	801 THA HIGH SCHOOL	\$50.00
HS Yearbook Sales	5/5/2026	801 THA HIGH SCHOOL	\$30.00				
HS Yearbook Sales	5/14/2026	801 THA HIGH SCHOOL	\$270.00				
NYC TRIP College Readiness	5/14/2026	802 THA HS STUDENT COUNCIL	\$100.00				
FMS Yearbooks	5/14/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$180.00				
HS Soccer Fees	5/14/2026	801 THA HIGH SCHOOL	\$225.00				
OC Yearbook Sales	5/14/2026	830 THA MIDDLE SCHOOL	\$100.00				
FMS Yearbooks	5/28/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$680.00				
HS Yearbooks	5/28/2026	801 THA HIGH SCHOOL	\$330.00				
Esports Jerseys	5/28/2026	801 THA HIGH SCHOOL	\$360.00				
SQUARE: HS Soccer Fees	5/29/2026	801 THA HIGH SCHOOL	\$72.22				

Total Previous Month Carryover \$34,873.09
Total Current Month Deposits \$7,904.80
Total Current Month Expenditures -\$13,981.53
End of Month Balance \$28,796.36

Charmelle Simola 6-3-26
Activity Fund Custodian
G. Wace
Executive Officer
Date 6/4/26
Date

Subsaccount				Total Cleared Expenditures			
Amount	Actual Funds (Substreet College Visits)	College Visit		Amount	Actual Funds (Substreet College Visits)	College Visit	
\$6,080.44				\$6,080.44			
\$3,326.22		\$2,806.22	\$520.00	\$3,326.22			
\$6,474.94		\$3,750.59	\$2,724.35	\$6,474.94			
\$5,540.94		\$3,272.10	\$2,268.84	\$5,540.94			
\$2,231.13				\$2,231.13			
\$4,357.08				\$4,357.08			
\$0.00				\$0.00			
\$785.61				\$785.61			

Coversheet

April Activity Fund Report

Section:	V. Information Agenda II
Item:	D. April Activity Fund Report
Purpose:	Discuss
Submitted by:	
Related Material:	Activity Fund Report - Apr 2026.pdf

Activity Fund Deposits			Total
Description	Date	Project Code	
March 2026 Carryover	4/1/2026	801 THA HIGH SCHOOL	\$3,256.51
March 2026 Carryover	4/1/2026	802 THA HS STUDENT COUNCIL	\$15,558.85
March 2026 Carryover	4/1/2026	830 THA MIDDLE SCHOOL	\$9,032.05
March 2026 Carryover	4/1/2026	861 FLORES MS STUDENT COUNCIL	\$5,697.03
March 2026 Carryover	4/1/2026	862 FLORES MIDDLE SCHOOL ATHLETICS	\$2,240.79
March 2026 Carryover	4/1/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$1,557.75
March 2026 Carryover	4/1/2026	888 STAFF FUND	\$0.00
March 2026 Carryover	4/1/2026	899 GENERAL FUND REFUND	\$693.43
HS Soccer 3v3	4/3/2026	801 THA HIGH SCHOOL	\$307.00
SQUARE: THA MS Uniforms	4/6/2026	899 GENERAL FUND REFUND	\$14.32
College Readiness NYC Trip	4/9/2026	802 THA HS STUDENT COUNCIL	\$200.00
HS Prom Ticket Sales	4/9/2026	802 THA HS STUDENT COUNCIL	\$60.00
SQUARE: THA MS Uniforms	4/10/2026	899 GENERAL FUND REFUND	\$43.27
FMS StuCo Concession Sales 3v3	4/15/2026	861 FLORES MS STUDENT COUNCIL	\$258.00
MS 3v3 Participation Sales	4/15/2026	830 THA MIDDLE SCHOOL	\$216.50
FMS 3v3 Participation Sales	4/15/2026	862 FLORES MIDDLE SCHOOL ATHLETICS	\$216.50
College Readiness NYC Trip	4/15/2026	802 THA HS STUDENT COUNCIL	\$200.00
FMS Soccer Fees	4/15/2026	862 FLORES MIDDLE SCHOOL ATHLETICS	\$50.00
FMS 3v3 Participation Sales	4/15/2026	862 FLORES MIDDLE SCHOOL ATHLETICS	\$30.00
FMS Yearbook Sales	4/15/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$20.00
SQUARE: FMS Yearbook Sales	4/17/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$19.33
SQUARE: THA MS Uniforms	4/20/2026	899 GENERAL FUND REFUND	\$34.59
SQUARE: HS Yearbook Sales	4/21/2026	801 THA HIGH SCHOOL	\$57.60
College Readiness NYC Trip	4/23/2026	801 THA HIGH SCHOOL	\$170.00
FMS Yearbook Sales	4/23/2026	802 THA HS STUDENT COUNCIL	\$609.00
College Readiness NYC Trip	4/23/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$360.00
HS Yearbook Sales	4/23/2026	801 THA HIGH SCHOOL	\$805.00
College Readiness NYC Trip	4/23/2026	802 THA HS STUDENT COUNCIL	\$140.00
HS Soccer Fees	4/23/2026	801 THA HIGH SCHOOL	\$305.00
SQUARE: HS Soccer Fee	4/29/2026	801 THA HIGH SCHOOL	\$72.22
HS Soccer Fees	4/29/2026	801 THA HIGH SCHOOL	\$395.00
FMS Yearbook Sales	4/29/2026	863 FLORES MIDDLE SCHOOL CLUBS	\$140.00
StuCo Basic Fee	4/29/2026	802 THA HS STUDENT COUNCIL	\$400.00
HS Prom Ticket Sales	4/29/2026	802 THA HS STUDENT COUNCIL	\$120.00
HS Yearbook Sales	4/29/2026	801 THA HIGH SCHOOL	\$690.00
SQUARE: HS Yearbook Sales	4/30/2026	801 THA HIGH SCHOOL	\$57.60

Total Previous Month Carryover	\$38,036.41
Total Current Month Deposits	\$5,988.93
Total Current Month Expenditures	-\$9,152.25
End of Month Balance	\$34,873.09

Chandler Moore
Activity Fund Custodian
6-3-26
Date

Cleared Activity Fund Expenditures			Total
Description	Date	Project Code	
Prosperity: College Readiness NYC Trip Flights	04/01/26	802 THA HS STUDENT COUNCIL	\$5,013.60
Prosperity: Esports Fundraiser Supplies	04/10/26	801 THA HIGH SCHOOL	\$71.40
Basketball Ref: Mya English	04/14/26	830 THA MIDDLE SCHOOL	\$25.00
Basketball Ref: Mya English	04/14/26	862 FLORES MIDDLE SCHOOL ATHLETICS	\$25.00
Scholastic: THA MS Book Fair	04/21/26	830 THA MIDDLE SCHOOL	\$2,337.73
Amazon: Soccer Equipment	04/23/26	830 THA MIDDLE SCHOOL	\$82.72
Soccer Ref: Jadon Palmer	04/08/26	862 FLORES MIDDLE SCHOOL ATHLETICS	\$40.00
Soccer Ref: Jadon Palmer	04/08/26	830 THA MIDDLE SCHOOL	\$40.00
Laborn Tunley DJ Almighty	04/10/26	861 FLORES MS STUDENT COUNCIL	\$200.00
DS Bus Lines: THA HS Soccer Transportation	04/22/26	801 THA HIGH SCHOOL	\$956.80
Soccer Ref: Ron Poulsen	04/21/26	830 THA MIDDLE SCHOOL	\$40.00
Soccer Ref: Ron Poulsen	04/21/26	862 FLORES MIDDLE SCHOOL ATHLETICS	\$40.00
Soccer Ref: Stuart C. Corder	04/22/26	830 THA MIDDLE SCHOOL	\$40.00
Soccer Ref: Stuart C. Corder	04/22/26	862 FLORES MIDDLE SCHOOL ATHLETICS	\$40.00

Total Cleared Expenditures	\$9,152.25

Subaccount	Amount	Actual Funds (Subtract College Visits)	College Visit
801 THA HIGH SCHOOL	\$5,087.73		
802 THA HS STUDENT COUNCIL	\$12,274.25	\$6,388.06	\$5,886.19
830 THA MIDDLE SCHOOL	\$6,483.10	\$3,413.10	\$3,070.00



Chief Executive Officer

6/4/25

Date

861 FLORES MS STUDENT COUNCIL	\$5,753.03	\$3,333.53	\$2,419.50
862 FLORES MIDDLE SCHOOL ATHLETICS	\$2,392.29		
863 FLORES MIDDLE SCHOOL CLUBS	\$2,097.08		
898 STAFF FUND	\$0.00		
899 GENERAL FUND REFUND	\$785.61		

Coversheet

Approval of Contract with 7-Gen Legacy Group

Section:	VI. Action Agenda II
Item:	A. Approval of Contract with 7-Gen Legacy Group
Purpose:	Vote
Submitted by:	
Related Material:	7Gen Legacy Group - 7_1_2026 to 5_31_2027.pdf



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

CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	7Gen Legacy Group
Description of Service:	10 months of executive coaching and support for the Chief of Staff.
Jurisdiction or Governing Law:	State of Nevada
Term of contract:	7/1/2026 to 5/31/2027
Funding Source:	General Fund
Total Cost:	Up to \$35,000
THA Signer:	Chief of Staff
Contract Type:	Renewal If Renewal, price change notes: \$8,000 increase.
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:	N/A

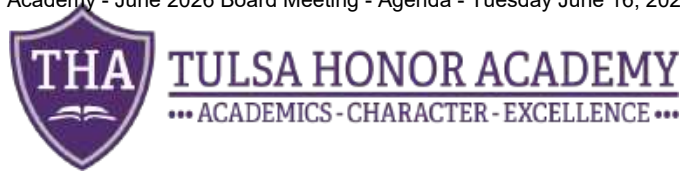
NOTES FROM THA STAFF

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

Coversheet

Approval of FY27 Contract with Wired Technology Partners

Section:	VI. Action Agenda II
Item:	B. Approval of FY27 Contract with Wired Technology Partners
Purpose:	Vote
Submitted by:	
Related Material:	Wired Technology Partners - 7_1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Wired Technology Partners
Description of Service:	This contract includes all managed informational technologies services for THA MS, THA FMS, THA HS, and the network team for the 2026-2027 school year.
Jurisdiction or Governing Law:	Arkansas
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	General Fund
Total Cost:	\$8.76 per scholar, estimated total of \$122,933.40
THA Signer:	Chief Operations Officer
Contract Type:	Renewal If Renewal, price change notes: Comparable
Termination Clause:	Either Party may terminate this Service Schedule for the other Party's material breach as outlined in the Master Services Agreement.
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

WIRED INTUITION

Managed Services Schedule
Tulsa Honor Academy



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Managed Services Schedule

Summary

Wired Intuition is a comprehensive managed services program built specifically for K-12 districts. It proactively supports, monitors, and manages every layer of your district's technology, from the devices in students' hands to the network infrastructure that ensures testing windows, 1:1 programs, and daily instruction keep running. Our team delivers expert on-site and remote support for teachers, administrators, and IT staff, with a single goal: to keep technology out of the way of teaching and learning.

With a fixed monthly fee, *Wired Intuition* gives your district a predictable budget and the confidence that comes from working with a team that has spent more than 35 years in this field. Daily end-user support, classroom and instructional technology management, state testing readiness, and ongoing oversight of your network and systems are all included, so your superintendent, IT director, and principals can stay focused on students rather than ticket queues.

Our Mission

Wired Technology Partners works with schools to provide technology solutions that advance student learning and empower teachers.

Our Focus

Partnership is the foundation of everything we do. We've built our practice around long-term relationships with the districts we serve, and we measure ourselves by how reliably your technology supports instruction, not by how many tickets we close. Our team is available beyond the school day and into the evenings, weekends, summer rollouts, and assessment windows when districts need us most. We monitor your systems around the clock, so issues are often identified and resolved before staff arrive each day.

Wired Technology Partners works exclusively with K-12 school districts, and that focus shapes how we hire, train, and work. Our engineers understand E-Rate timelines, FERPA and CIPA obligations, MDM at scale, the realities of 1:1 deployments, and the operational rhythm of a school year. We bring that fluency to every conversation with your superintendent, IT director, principals, and board, because supporting schools well takes more than technical skill. It takes understanding what a district needs to run.

Scope of Support

Service Schedule

This Service Schedule is governed by the Wired Technology Partners Master Services Agreement, Version 26.1, available at <https://wiredtech.com/msa/26-1> . By signing below, the Partner acknowledges receipt of, has had the opportunity to review, and agrees to be bound by the terms of that Master Services Agreement, which is incorporated into this Service Schedule by reference.

Dedicated Dispatch & On-Call

The quickest and most accurate resolution to a technical issue is achieved when the user experiencing the problem reports the details directly to the support team rather than through an internal gatekeeper. Wired only accepts support requests directly from the user experiencing the issue. Wired does not monitor third-party ticketing platforms or accept tickets via third-party forms.

All support requests should be submitted using one of the following methods, the current details for which are also published at wiredtech.com/support:

Email | support@wiredtech.com

Phone | 877.957.0780

Web | wired.myportallogin.com

When a support request is created, an email confirming receipt will be sent, including the assigned support ticket number. A dedicated dispatcher or after-hours technician will triage each request and assign it to the appropriate resource.

Target Response Times

Definitions (For purposes of this Service Schedule)

- **“Response”** means initial acknowledgment of a properly submitted support request by a member of Wired's support team, by email, telephone, or portal update. “Response” does not mean diagnosis, onsite arrival, repair, restoration of service, resolution, or any particular outcome.
- **“Response Target”** means the period within which Wired will use commercially reasonable efforts to provide a Response, measured from the time the support request is properly submitted using one of the support channels identified above and properly classified.
- **“Priority”** classification is initially set by the requester and confirmed (or reclassified, in Wired's reasonable discretion based on the actual nature and impact of the issue) by Wired's dispatcher upon triage.

How Response Targets Work

These targets define how Wired prioritizes and dispatches support requests, but not how long resolution will take. Resolution depends on the nature of the issue, on Wired's ability to access the affected system or device, and on cooperation from third-party vendors, hardware manufacturers, and platform providers. The Response Targets describe Wired's commitment to acknowledging and working on tickets quickly; they are not a commitment to when an issue will be fixed.

Targets, Not Guarantees

The Response Targets in the table below are operational goals based on Wired's normal staffing, infrastructure, and operating procedures. Wired will use commercially reasonable efforts to meet the Response Targets, but does not guarantee that any individual Response Target will be met in every case. Occasional failures to meet a Response Target are not a breach of this Service Schedule. Repeated failures to meet Response Targets, taken together with other facts, may constitute a material breach only after Wired has been given written notice and a reasonable opportunity to cure as outlined in Section 6.4 of the MSA.

Priority 1

30-minute network down response target using commercially reasonable efforts

- Partial or complete network/internet access outage
- Server(s) outage
- Email/messaging infrastructure outage
- Core application outage (Google, Clever, LMS, etc.)
- Student testing
- VOIP phone outage
- Printing outage (no alternatives available)
- Security incident
- Other items, as defined by the school

Priority 2

2-hour user Support response target using commercially reasonable efforts

- Staff member crashed laptop or a desktop
- Printing outage (other printers are available)
- Spyware/malware removal
- Non-critical software issue
- Other items, as defined by the school

Priority 3

Scheduled Onsite visit

- Non-critical software or hardware issues
- Regular maintenance activities
- Non-critical moves and changes to existing hardware or software

After Hours

Best effort

- Partial or complete network/internet access outage
- Server(s) outage
- Email/messaging infrastructure outage
- Core application outage (Google, Clever, LMS, testing, etc.)
- VOIP phone outage
- Security incident
- Physical security issues: access control, video access
- User issues: i.e., password reset, account access, school-provided computer failure

A dedicated dispatcher or on-call technician can triage your request and assign it to the best resource to meet your needs.

Excluded Periods and Circumstances

Response Targets are operational commitments that work best when the supporting conditions are in place. They do not apply when something outside Wired's reasonable control prevents Wired from meeting them — for example, after-hours periods (which are covered separately above), Force Majeure events, Partner cooperation or access issues, environment standards not being met, support requests submitted outside Wired's published channels, tickets that are reclassified during dispatch (in which case the target runs from reclassification), or third-party vendor or platform failures. Wired's other commitments under MSA Sections 4, 4.7, 8, and 10 also apply.

No Other Service Levels

These Response Targets are Wired's service-level commitments under this Service Schedule. Wired does not make separate commitments regarding time-to-resolution, onsite arrival times, system uptime, or specific outcomes – those depend on factors that vary by issue and aren't suitable for fixed contractual targets. Descriptions of Wired's typical performance in proposals, marketing materials, or conversations are intended to be informative, not contractual.

After-hours Support

Wired provides after-hours support for Priority 1 issues. A technician is scheduled to monitor ticket submissions before and after standard business hours. Wired will use commercially reasonable efforts to begin resolution within 30 minutes of a properly submitted Priority 1 ticket. Priority 2 and Priority 3 tickets received after hours are dispatched on the next business day.

Remote Support

Most support requests are resolved through remote support. Remote support capabilities enable Wired to address many issues without onsite intervention, minimizing downtime for staff and students. Wired's remote support team includes the following functional roles; each composed of personnel with relevant subject matter expertise:

- **Dedicated Dispatcher:** Coordinates support requests and ticket triage.
- **Helpdesk Support:** Provides frontline assistance for end-user issues, including device troubleshooting, software support, and general technical inquiries.
- **Network Operations:** Monitors and manages network performance, addressing connectivity issues and supporting network infrastructure.
- **Server & Systems Management:** Oversees the health and performance of servers and critical systems.
- **Security Operations:** Focuses on protecting Partner's IT environment from security threats and responding to potential incidents, subject to MSA Section 8.
- **Physical Security Specialist:** Supports the management and troubleshooting of physical security systems, such as surveillance cameras and access control devices.

Onsite Support

When remote support is not practical, Wired's onsite technicians provide onsite support in one of two ways: shared or dedicated. Only one should be selected in this Service Schedule.

☒ Shared Onsite Support

Wired's support technicians are available to provide on-demand, onsite assistance for Priority 1 issues. Wired also provides scheduled proactive site visits to support smooth operations and resolve reported Priority 2 or 3 issues.

(5) Five onsite support visits per week are scheduled for each day, Monday – Friday.

If the Onsite team has no tickets the morning of the scheduled site visit, they are not required to arrive onsite. While Wired staff will do everything possible to maintain the schedule week to week, the schedule may shift due to illness or vacation among the Onsite support team. In that event, the assigned Account Manager will proactively work with the Partner to ensure continued service. Wired follows this schedule while school is in session. During other times of the year, Wired moves to a project-based schedule while continuing to address submitted requests in accordance with the Response Targets.

☐ Dedicated Onsite Support

Wired will provide _____ full-time equivalent (FTE) Onsite technician(s) to perform dedicated Onsite technical support for the school district. The technician(s) will be based in the school district during the academic year, when school is in session. Their responsibilities include providing proactive and reactive support, troubleshooting hardware and software issues, assisting with device management, and supporting the overall technology infrastructure.

The schedule may be adjusted due to staff illness, vacation, or operational considerations. The assigned Account Manager will communicate with the Partner and adjust the support plan as needed. Wired follows this schedule while school is in session. During other times of the year, Wired moves to a project-based schedule while continuing to address submitted requests in accordance with the Response Targets.

Server Support and Centralized Management

Wired provides server support services intended to support uptime, performance, and security for the Partner's server infrastructure. Wired's server administration team manages and monitors covered servers and works to address potential issues before they impact operations.

Server Support services include:

- **Software Updates and Patches:** Application of vendor-released updates and security patches on a regular cadence consistent with Wired's standard practices.
- **Proactive Monitoring:** Monitoring of covered servers for events that may indicate issues, with response in accordance with the Response Targets.
- **Daily Offsite Server Backups:** Daily incremental backups from local servers to secure offsite storage managed by Wired, performed using a Wired-approved backup product (currently Acronis), with data encrypted at rest using AES-256 and in transit using TLS. Backups are performed only on covered servers, not on workstations. Wired makes no guarantee that any particular backup or restore will succeed; backup verification and recovery are subject to the limitations described in MSA Sections 8 and 10.
- **Performance Optimization:** Performance tuning consistent with industry practice for the covered server environment.
- **System Health and Utilization Monitoring:** Monitoring of applications and databases; operating system, services, and hardware; system and security logs; disk space utilization and health; print queue management; memory and processor usage; and power supply status.
- **Security Management:** Management of antivirus and endpoint security on covered servers; installation of service packs, security updates, and critical patches for Windows Server and supported third-party applications; and review of security role modifications and account creation. Subject to MSA Section 8 in all events.

Network Support

Wired provides network support services intended to maintain a functional, reasonably secure, and reasonably performing network infrastructure.

Network Support services include:

- **Proactive Network Monitoring:** Monitoring of network performance for events that may indicate issues, with response in accordance with the Response Targets.
- **Updates and Security Patches:** Application of vendor-released updates and patches consistent with Wired's standard practices.
- **Configuration Management:** Maintenance of network configurations consistent with Wired's standard practices and the network design in place.
- **Wireless Network Management:** Management of wireless infrastructure to support connectivity in school environments.
- **Network Security Management:** Monitoring and implementation of security measures consistent with industry practice, subject to all events in MSA Section 8.
- **Network Capacity Planning:** Planning recommendations to support reasonable growth.

Identity, Data Management, & Integrations

Wired provides support for identity, data management, and system integrations to streamline user account provisioning and data synchronization across Partner's technology ecosystem.

Student Information System (SIS) Integration

Wired integrates with Partner's Student Information System (SIS) to support automated user account provisioning. When a new student is added to the SIS, the integrations are configured to generate corresponding accounts in Windows Server Active Directory and Google Workspace, and to transfer essential student data (such as names and class roster information) to Clever for application provisioning. Performance of these integrations is subject to the performance of the underlying third-party platforms; refer to MSA Section 3.2(c) and Section 10.2.

Windows Server Active Directory (AD)

Wired manages Active Directory provisioning to support secure authentication for Windows devices. Account creation, maintenance, and updates are based on data received from the SIS.

Google Workspace

Wired supports Google Workspace integration, providing students with school accounts and access to Google's educational tools. Account data is synced regularly based on data received from the SIS.

Clever Integration

Wired manages the SIS-to-Clever integration to support application provisioning. Clever account creation and student data sync are based on data received from the SIS.

Endpoint Management & Security

Endpoint Management

Wired provides endpoint management services for all devices used by students, teachers, and staff across the Partner's environment. Wired centrally manages and monitors all Windows desktops and laptops.

Endpoint Management services include:

- **Centralized Device Management:** Centralized management and monitoring of all Windows desktops and laptops, providing streamlined administration and support.
- **Software Patches and Updates:** Application of vendor-released patches and updates on a regular cadence consistent with Wired's standard practices.
- **Device Configuration and Deployment:** Deployment of new devices and configurations consistent with Partner-approved standards.
- **Inventory and Asset Tracking:** Tracking of endpoints based on devices enrolled in Wired's remote monitoring and management platforms, mobile device management platforms, and Google Workspace. Wired and Partner will jointly schedule a physical inventory count once

per school year, with reasonable cooperation from Partner, including access to the site and staff escort.

- **Remote Troubleshooting and Support:** Diagnosis and resolution of device issues through remote support tools, in accordance with the Response Targets.

Endpoint Security

Wired deploys and manages endpoint detection and response (EDR) on covered student, teacher, and staff devices and on covered servers, currently using SentinelOne Complete. The product Wired uses to provide this service may be substituted, at Wired's discretion and upon reasonable notice to Partner, with another product offering that provides substantially similar functionality.

Security services include:

- **Endpoint Security Tooling:** Deployment and management of EDR tooling on covered devices and servers. The tooling is intended to reduce risk; it is not insurance and does not guarantee detection or prevention of any threat. Refer to MSA Section 8.
- **Monitoring and Alerting:** Monitoring of network and device activity for events that may indicate security issues, with response in accordance with the Response Targets.
- **Incident Response Coordination:** Coordination of response activities during security incidents.
- **Security Updates and Patch Management:** Application of security updates and patches on a regular cadence consistent with Wired's standard practices.
- **Security Practice Recommendations:** Periodic recommendations regarding security practices, the implementation of which is the Partner's responsibility under MSA Section 4.7.

Print Management

Wired Intuition includes printer and copier management through a cloud-based print management platform, currently PrinterLogic. The platform Wired uses to provide this service may be substituted, at Wired's discretion and upon reasonable notice to Partner, with another platform offering substantially similar functionality.

The print management platform supports:

- **Centralized Printer Management:** Centralized management of covered printers and copiers, with deployment to targeted users.
- **Reduced Print Server Footprint:** Reduces reliance on traditional print servers.
- **Targeted Printing for Staff:** Printing for teachers and staff from network-connected locations.
- **Operational Efficiency:** Streamlines printing processes to reduce common helpdesk requests.
- **Available Security Features:** Includes Secure Release Printing, Zero Trust support, and user verification, subject to platform configuration and the limitations in MSA Section 8.

Account Management

Wired understands that the school district relies on Wired as a dedicated technology partner. Because many districts lack an in-house IT department, Wired Intuition includes a dedicated Account Management team that serves as the Partner's primary point of contact. The Account Manager proactively supports the Partner's technology strategy, ensuring consistent communication, timely solutions, and strategic guidance tailored to the district's needs.

Account Management services include:

- **Single Point of Contact:** The Account Manager is the primary liaison for technology-related needs, questions, concerns, and strategic planning.
- **Regular Reporting and Updates:** Frequent status updates and detailed reports on the technology infrastructure's health, performance, and security on a cadence agreed with Partner.
- **Strategic Technology Planning:** Proactive recommendations and solutions to help achieve the Partner's technology objectives, including:
 - Hardware, software, and internet procurement
 - Budget planning and forecast assistance
 - Collaboration on planning technology-related expenditures
 - Allocation of timelines for hardware retirement and acquisition (refresh cycle)
 - Detailed reports on hardware age, usage, and performance to support informed purchasing decisions
 - Management of technology license renewals and contracts
 - Anticipating future technology requirements to support effective long-term planning
- **Vendor Liaison and Coordination:** Serving as Partner's advocate and intermediary with vendors, streamlining communication in areas including internet and telecom service providers, business machines and equipment vendors, software and application vendors, data and infrastructure providers, and VOIP, access control, video surveillance, and IP clock systems vendors.
- **Effective Communication:** Maintaining consistent and proactive communication to thoroughly understand Partner's evolving technology needs, goals, and priorities.

Documentation and Reporting

Wired Intuition includes documentation services covering the Partner's technology systems, reported issues, and resolutions.

Documentation services include:

- Documentation of technology infrastructure, including network diagram, network and server device inventory, user device inventory, and software license information. Inventory is based on devices enrolled in Wired's remote monitoring and management platforms, mobile device management platforms, and Google Workspace; physical inventory is conducted jointly with Partner once per school year as described under Endpoint Management.
- Updates to technical documentation as changes occur.
- Vendor contact information.
- Documentation of changes and updates made to the technology infrastructure.
- Documentation of support incidents and how they were resolved.

Optional Services Currently Available, But Not Included

- E-rate Service Provider (SPIN: 143032937)
 - Internal Connections
 - Managed Internal Broadband Services
 - Basic Maintenance of Internal Connections
- Installation Services (Including but not limited to)
 - Cabling, termination, and testing
 - Cat6
 - Fiber optic
 - Speaker
 - Access control
 - A/V
 - Network infrastructure
 - Equipment
 - Racks
 - Cabinets
 - UPS
 - Installation of communication and security systems
 - VOIP phones
 - Video door intercoms
 - IP cameras
 - Classroom paging and intercoms
 - Access control
 - Installation of audio/visual equipment
 - Interactive and non-interactive flat panel displays & projectors
 - Speakers & classroom voice amplification

Non-covered items

This Service Schedule does not include:

- Acts of God, such as wind, water, and fire
- Vandalism
- Hardware and software (this is a labor-only Service Schedule; any hardware or software needed will be quoted under MSA Sections 5.4 and 5.5)
- Consumables such as ink, toner, and batteries
- Installation services
- Other trade labor, such as electrical, mechanical, plumbing, structural, and painting
- Support for personal devices not provided by Partner
- Direct support to students or parents.
- Physical inventory of student devices and charging carts more than once per year
- Cabling of device charging carts more than once per school year per supported site
- Data recovery of damaged or corrupted storage media
- Data management, such as student information system data entry
- Graphic design, website design, and website hosting
- Operating audio and video equipment for meetings and events (set-up, troubleshooting, and training are included)
- Any service or outcome not expressly described as included in this Service Schedule

Third-Party Products and Vendors

Wired makes no warranty regarding any third-party product, is not responsible for failures, defects, or security incidents involving any third-party product, and may substitute equivalent third-party products at its discretion upon reasonable notice to Partner.

Service Schedule Terms

Partner & Sites

This Wired Intuition Managed Services Schedule (this “Service Schedule”) is entered into between Wired Technology Partners, Inc. (“Wired”) and **Tulsa Honor Academy** (“Partner”) under the Master Services Agreement referenced above. Under this Service Schedule, Wired will provide the technology support services described herein for the following sites:

Tulsa Honor Academy MS & HS | 1421 S Sheridan Rd, Tulsa, OK 74112

Tulsa Honor Academy MS | 209 S Lakewood Ave, Tulsa, OK 74112

Any additional sites or campuses that Partner wishes to include must be mutually agreed in writing by both Parties and documented in an amendment to this Service Schedule.

Term

This Service Schedule commences on **7/1/2026** and continues through **6/30/2027** (the “Initial Term”), which is (3) three year. Renewal, termination, and pricing escalation are governed by the Service Schedule Term & Renewal section below and by the Master Services Agreement.

Service Schedule Term & Renewal

a) Initial Term

The Initial Term of this Service Schedule is one (1) year, commencing on the Start Date and continuing through the End Date set forth above.

b) Automatic Renewal

Upon expiration of the Initial Term, this Service Schedule will automatically renew for successive one (1) year periods (each, a “Renewal Term”) at the rate determined under subsection (b), unless either Party provides the other with written notice of non-renewal at least sixty (60) days before the end of the then-current term. Wired will provide written notice of the renewal rate at least sixty (60) days before the start of each Renewal Term.

c) Termination by Wired

Wired may terminate this Service Schedule at any time, for any reason or no reason, by providing Partner with at least ninety (90) days' prior written notice.

d) Termination by Partner

Partner may not terminate this Service Schedule for convenience, except as expressly provided in subsections (e), (f), or (g).

e) Termination for Material Breach

Either Party may terminate this Service Schedule for the other Party's material breach as outlined in the Master Services Agreement. This right is in addition to, and not instead of, the termination rights in subsections (d) and (e).

f) Termination for Insolvency

Either Party may terminate this Service Schedule for insolvency as outlined in the Master Services Agreement.

g) Non-Appropriation

Termination for non-appropriation is governed by the Non-Appropriation provision of the Master Services Agreement.

h) Effect of Termination

The effects of termination, including data return and the survival of obligations, are governed by the Master Services Agreement.

Pricing

Pricing for services provided under this Service Schedule is based on the number of students at each supported site and the number of supported sites. While staff are also covered, pricing is based on the number of enrolled students.

By April 1st of each school year, Partner will provide Wired with the projected student enrollment for the following school year, which will be used to calculate the estimated annual fee. A one-time enrollment reconciliation will occur on October 1 of each year based on actual enrollment as of that date; any resulting adjustment, increase, or decrease will be reflected on the November invoice.

For the first year of support, the fixed cost is **\$8.76 per student per month** plus applicable taxes. With 1410 students currently reported, the current estimated price is **\$12,351.60 per month** plus applicable taxes.

Rates increase by six percent (6%) each year, applied to the prior year's monthly per-student rate.

Term	Period	Rate per Student per Month
Year 1	7/1/2026 – 6/30/2027	\$ 8.76

The Rate per Student per Month column shows the actual dollar amount, calculated and inserted at signing. This rate table is part of this Service Schedule.

E-Rate Category 2 MIBS Carve-Out

A portion of the services Wired performs under this Service Schedule qualifies as Category 2 Managed Internal Broadband Services (MIBS) under the FCC's E-Rate program. When Partner selects Wired as its MIBS Service Provider on FCC Form 471 for a given Funding Year and the parties execute a Funding Year Contract, the MIBS-eligible portion of the monthly fee is carved out of this Service Schedule and invoiced under the Funding Year Contract instead. The ineligible portion continues to be invoiced under this Service Schedule.

When no Funding Year Contract is in effect, Partner pays the full monthly fee under this Service Schedule with no carve-out.

The carve-out mechanics, invoicing methods, USAC funding contingency, cooperation duties, and other E-Rate-related terms are set forth in the Master Services Agreement.

Monthly Cost Breakdown (E-Rate Funding Year 7/1/2026-6/30/2027)

The table below shows how the monthly fee is allocated for the current Funding Year. These amounts come from the Funding Year Contract dated [Date] and update with each new Funding Year Contract signed by the parties.

LINE ITEM	AMOUNT
Total Monthly Service Fee	\$12,351.60
Less: MIBS-Eligible Portion (invoiced under Funding Year Contract)	(\$2479)
Ineligible Portion (invoiced under this Service Schedule)	\$9,872.60
E-Rate Discount	85%
USAC Discount Portion (paid to Wired via SPI)	\$2,107.15
Partner Non-Discount Share of MIBS (invoiced under Funding Year Contract)	\$371.85
Total Partner Monthly Cost (Ineligible Portion + Partner MIBS Share)	\$10,244.45

The MIBS-Eligible Portion and Partner Non-Discount Share are invoiced under the Funding Year Contract. The Ineligible Portion is invoiced under this Service Schedule. If USAC does not fund all or part of the MIBS-Eligible Portion, Partner's liability for the unfunded amount is governed by the Funding Year Contract and the Master Services Agreement.

Incorporation of Master Services Agreement

This Service Schedule is a Service Order under, and is governed by, the **Wired Technology Partners Master Services Agreement, Version 26.1**, available at <https://wiredtech.com/msa/26-1> (the "MSA"), which is incorporated into this Service Schedule by reference.

By signing this Service Schedule, Partner acknowledges that Partner has had the opportunity to review the MSA and agrees to be bound by its terms. A printed copy of the MSA is available upon request.

In the event of any conflict between this Service Schedule and the MSA, this Service Schedule controls only with respect to the scope of services, fees, term and termination dates, service levels, and site-specific commitments. For all other matters, the MSA controls. Nothing in this Service Schedule modifies Sections 7, 8, 10, 11, 12, 13, 16, or 18 of the MSA, in accordance with Section 1.7 of the MSA.

The MSA in effect on the date this Service Schedule is signed governs this Service Schedule through its term and any renewal terms. Wired may publish updated versions of the MSA from time to time; updated versions apply only to Service Orders signed after the updated version's effective date.

If Partner prefers a wet-signed copy of the MSA instead of incorporation by reference, Partner may request one before signing this Service Schedule by contacting Wired at legal@wiredtech.com.

Acceptance

Accepted and approved for
Tulsa Honor Academy
1421 S Sheridan Rd Tulsa OK 74112-6619

By:

Signature Date

Print Name Title

Accepted and approved for
Wired Technology Partners
11221 Richardson Drive North Little Rock, AR 72113

By:

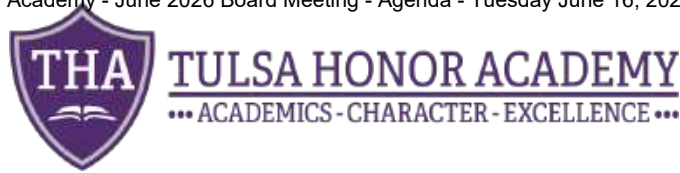
Signature Date

Print Name Title

Coversheet

Approval of FY27 Contract with 3M Psychometric Services

Section:	VI. Action Agenda II
Item:	C. Approval of FY27 Contract with 3M Psychometric Services
Purpose:	Vote
Submitted by:	
Related Material:	3m Psychometric Services - 8_1_2026 to 5_31_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	3m Psychometric Services
Description of Service:	Special Education related Psychometry for initial and renewal evaluations
Jurisdiction or Governing Law:	IDEA
Term of contract:	8/1/2026 to 5/31/2027
Funding Source:	General: Scholar Interventions Budget
Total Cost:	Consumed as budgeted; anticipated \$80,000.00
THA Signer:	Chief Academic Officer
Contract Type:	Renewal If Renewal, price change notes: As it is a service, costs change based on number of referrals and cases.
Termination Clause:	The contract requires 30 days notice to terminate with cause.
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

3 M Psychometric Services

Michi M. Morris - School Psychometrist

4862 Breeze Drive
Oologah, OK 74053

SPECIAL EDUCATION PSYCHOLOGICAL SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into for the 2026–2027 school year between **3 M Psychometric Services, LLC** ("Provider"), represented by Michi Morris, School Psychometrist, and **Tulsa Honor Academy** ("School"). The term of this Agreement shall commence on August 1, 2026, and conclude on May 31, 2027, unless terminated earlier in accordance with this Agreement.

SERVICES PROVIDED BY 3 M PSYCHOMETRIC SERVICES, LLC (Provider)

The Provider shall perform school psychometrist services, including but not limited to:

1. Managing the reevaluations of identified Special Education students, including the preparation of the required EdPlan paperwork.
2. Reviewing the site/district data for the referred student to determine if SPED assessment is appropriate. Prepare all required EdPlan paperwork for these initial evaluations.
3. Reviewing and accepting incoming records for SPED students from other districts and states.
4. Conducting assessments for students following receipt of valid parental consent in accordance with the OSDE requirements of the category of signed consent.
5. Participating in and presenting findings at MEEGS meetings with parents and special education teams.
6. Reviewing outside evaluations submitted to the School and preparing the necessary paperwork documenting the review of the document and any next steps needed.
7. Meeting all applicable federal, state, and district timelines for initial evaluations and reevaluations.
8. Managing EdPlan documents related to evaluations, including finalizing and uploading of signed documents.
9. Maintaining timely communication with School staff regarding evaluations, scheduling, compliance, and related matters via email, phone, or text.

RESPONSIBILITY OF TULSA HONOR ACADEMY (School)

The school shall:

1. Provide the Provider with log in access to necessary systems, including EdPlan, PowerSchool, MAP, and WIDA/ACCESS platforms.
2. Obtain required signed consents and provide Provider with timely scanned copies of the signed REDS, Consent, and Written Notice. Testing will be scheduled when these are received.
3. Distribute and collect all required rating scales to staff and parents and return completed forms to Provider in a timely manner. Delays in receipt may impact evaluation timelines. Rating scales are expected to be received by the Provider no later than 30 school days after the REDS and Consent were signed.
4. Coordinate scheduling of MEEGS meetings using Provider-provided availability.

5. Ensure attendance at MEEGS meetings by required personnel, including a certified special education teacher, certified general education teacher, administrator, and interpreter/interpretive service when needed.
6. Maintain timely communication with Provider. "Timely" is defined as responding within forty-eight (48) hours, excluding weekends and school holidays.

TIMELINES AND COMPLIANCE

Provider shall complete all evaluations in accordance with applicable federal, state, and district requirements.

School acknowledges that evaluation timelines are dependent on the timely receipt of signed consent and rating scales from School personnel and families.

COMPENSATION AND PAYMENT

Provider shall invoice School on the 1st and 15th of each month for services rendered. All invoices are due within thirty (30) calendar days of receipt unless otherwise agreed in writing by both parties.

TERMINATION OF CONTRACT

Either party may terminate this Agreement only in accordance with the termination provisions of this Agreement. Prior to termination (except in cases of nonpayment, misconduct, legal noncompliance, or inability to perform services), the initiating party shall, when reasonable, participate in a meeting to discuss concerns and allow a thirty (30) calendar day corrective-action period.

If School terminates this Agreement without cause, School shall pay all outstanding invoices for services rendered through the effective date of termination, in addition to an early termination adjustment fee as set forth below. The early termination adjustment shall be calculated as a percentage of the total actual invoiced amount from the prior school year (2025–2026), based on the number of months remaining in the contract term at the time of termination, as follows:

- Pay all outstanding invoices; and
- Pay an early termination fee calculated as a percentage of the remaining contract value, as follows:
 - 30% if terminated before December 31, 2026
 - 20% if terminated between January 1, 2027, and March 15, 2027
 - 10% if terminated after March 15, 2027

Termination due to documented medical necessity shall waive the corrective-action requirement and termination fee.

NO COMPETE CLAUSE

During the term of this Agreement, School agrees that all psychometric services covered under this Agreement shall be provided exclusively through 3 M Psychometric Services, LLC. School shall not directly or indirectly hire, contract with, or otherwise engage another school psychometrist, school psychologist or psychometrist service provider to perform substantially similar services covered under this Agreement without prior written consent from Provider. This provision applies only to services within the scope of this Agreement and does not restrict School from engaging psychologists or other related service providers whose duties are outside the scope of psychometrist services defined herein.

CONFIDENTIALITY

Both parties agree to maintain confidentiality of all student records and information in compliance with FERPA and all applicable federal and state privacy laws.

INDEPENDENT CONTRACTOR

Provider is an independent contractor and is not an employee of School. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture.

Provider is responsible for all taxes, insurance, and business obligations related to services performed under this Agreement.

Fee Schedule on separate sheet.

Tulsa Honor Academy

Date

Michi M Morris
Michi Morris

5/15/24
Date

Fee Schdule for 2026-27 School Year

REDS FEES:	Fee
REDS/Consent: Initial w/ CST File Review & Entry	250
REDS/Consent: Reeval SLD, ID, OHI	125
REDS/Consent: Reeval AU & ED	200
NOM - REDS	25
ROA - REDS	25

EVALUTIAON FEES:	
Specific Learning Disability - Initial	800
Specific Learning Disability	750
Intellectual Disability	800
Other Health Impaired	850
Emotionally Disturbed	1000
Autism	1200
Hearing Impaired	800
Dsylexia Addtions to SLD	300
Two Category Evaluation on REDS when signed	200
Request for Second Category & Written Notice	300
Developmental Eval for Speech	250
Student Absent Day of Testing	50
Unable to Evaluate under Current Category	100

MEEGS PREP FEES:	
Scoring & MEEGS Prep: SLD	150
Scoring & MEEGS Prep: SLD w/ Dsylexia	200
Scoring & MEEGS Prep: ID & OHI	250
Scoring & MEEGS Prep: AU & ED	350
Scoring & MEEGS Prep: VI & HI	300
NOM - MEEGS	25
No Show MEEGS Meeting	50
No Show MEEGS IN-Person or Day of Mtg	75

RNNA Fee	
SLD	850
ID	850
OHI	850
AU	1000
ED	1000
HI	900
Dsylexia	150
Additional Category	150

Out of State	
Review of Docs	100
Data Entry	200
REDS & MEEGS	250

Speech Fees:	
REDS/Consent	125
R/C Finalizing	25
DP-4 when needed	250

Additional Assessments	
OWLS	150
2nd Cog: CTONI	150
2nd Cog: WISC	300
2nd Achievment	250
2nd AU: CARS	200
2nd ADHD: Conners	150

OUTSIDE EVALUATION FEES:	
Review of Outside Evaluation	300
REDS Prep if not leading to eval	200
Written Notice	50

ADDITIONAL SERVICES:	
Vision Screening if not apart of my eval	25
Review & Accept: In-State	100
Review & Accept: Out-of-State	300
EdPlan Request of Records - per student	25
Review of Incoming Students - per student	50
Due Process Preparation & Meeting - per hour	300
VI Teacher Services (REDS, MEEGS, or IEP)	200
Rush Service (Within week of MEEGS)	200-300

TERMINATING SERVICES:	
Review of Revocation of Consent Form & WRN	200
Termination MEEGS Draft	250
Termination MEEGS & Written Notice	400
Parent Revoking Consent to Test Paperwork	150

MEEGS MEEGS FEES:	
Specific Learning Disability	150
SLD w/ Dyslexia	175
Intellectual Disability	175
Other Health Impairment	200
Autism	300
Emotionally Disturbed	300
Vision Impaired	175
Hearing Impaired	175
Addition: Second Category MEEGS Fee	100

Coversheet

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

Section: VI. Action Agenda II

Item: D. 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 construction contract with MTC Tulsa LLC for the THA Elementary facility project

Purpose: Vote

Submitted by:

Related Material:

THA Facilities, LLC - Miller Tippens Construction - THA ES Project - 6_16_2026 to 6_30_2028 (1).pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	THA Facilities, LLC - Miller Tippens Construction
Description of Service:	This contract includes construction management of the THA Elementary facility project located at 1515 S 71st E Ave.
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	6/16/2026 to 6/30/2028
Funding Source:	Building Fund and/or Future Secured Financing
Total Cost:	Not to Exceed \$6,750,000.00
THA Signer:	Chief Executive Officer
Contract Type:	New Contract If Renewal, price change notes: N/A
Termination Clause:	The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.
Term:	Term is multi-year and with termination clause
THA Relationships or Conflicts of Interest:	N/A
Notes for Clarity:	N/A

NOTES FROM THA STAFF

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

N/A



AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 14th day of May in the year 2026
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Tulsa Honor Academy Charter School
1515 S 71st E Ave.
Tulsa, OK 74112

THE OWNER:
(Name, legal status, and address)

THA Facilities, LLC
1421 S. Sheridan Road
Tulsa, OK 74112

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

MTC Tulsa, LLC
437 E 141st Street
Glenpool, OK 74033

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE B.2 OWNER'S INSURANCE**§ B.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss**Sub-Limit**

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage**Sub-Limit**

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

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§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional

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User Notes:

(1282761554)

interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

☐ **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

Init.

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§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than twelve million (\$ 12,000,000.00) each occurrence, fourteen million (\$ 14,000,000.00) general aggregate, and twelve million (\$ 12,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than three million (\$ 3,000,000.00) per claim and three million (\$ 3,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than three million (\$ 3,000,000.00) per claim and three million (\$ 3,000,000.00) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than NA (\$) per claim and NA (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than N/A (\$) per claim and NA (\$) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☒ **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- ☐ **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- [] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- [] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage**Limits****§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type**Penal Sum (\$0.00)**

Payment Bond

Not included or required

Performance Bond

Not included or required

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for **AIA® Document A133® – 2019 Exhibit B**

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

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 14th day of May in the year 2026

...

Tulsa Honor Academy Charter School
1515 S 71st E Ave.
Tulsa, OK 74112

...

THA Facilities, LLC
1421 S. Sheridan Road
Tulsa, OK 74112

...

MTC Tulsa, LLC
437 E 141st Street
Glenpool, OK 74033

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§ **B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than twelve million (\$ 12,000,000.00) each occurrence, fourteen million (\$ 14,000,000.00) general aggregate, and twelve million (\$ 12,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ **B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ **B.3.2.6** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

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§ **B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

§ **B.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than three million (\$ 3,000,000.00) per claim and three million (\$ 3,000,000.00) in the aggregate.

§ **B.3.2.10** Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than three million (\$ 3,000,000.00) per claim and three million (\$ 3,000,000.00) in the aggregate.

§ **B.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than NA (\$) per claim and NA (\$) in the aggregate.

§ **B.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than N/A (\$) per claim and NA (\$) in the aggregate.

...

☒ § **B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

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Payment Bond

Performance Bond

Not included or required

Not included or required



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Tulsa Honor Academy Charter School
1515 S 71st E Ave.
Tulsa, OK 74112

THE OWNER:

(Name, legal status and address)

THA Facilities, LLC
1421 S. Sheridan Road
Tulsa, OK 74112

THE ARCHITECT:

(Name, legal status and address)

GH2 Architects
320 South Boston Avenue
Suite 100
Tulsa, OK 74103
918-587-6158

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 Basic Definitions****§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER**§ 2.1 General**

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

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§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.**§ 3.9 Superintendent**

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,

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whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work,

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provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK**§ 7.1 General**

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION**§ 9.1 Contract Sum**

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

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proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:49:00 ET on 05/14/2026.

PAGE 1

Tulsa Honor Academy Charter School
1515 S 71st E Ave.
Tulsa, OK 74112

...

(Name, legal status and address)

THA Facilities, LLC
1421 S. Sheridan Road
Tulsa, OK 74112

...

GH2 Architects
320 South Boston Avenue
Suite 100
Tulsa, OK 74103
918-587-6158

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lance Miller, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:49:00 ET on 05/14/2026 under Order No. 3104239503 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 14th day of May in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

THA Facilities, LLC
1421 S. Sheridan Road
Tulsa, OK 74112

and the Construction Manager:
(Name, legal status, address, and other information)

Miller-Tippens Construction Company, L.L.C.
437 East 141st Street
Glenpool, OK 74033

for the following Project:
(Name, location, and detailed description)

Tulsa Honor Academy Charter School
1515 S 71st E. Ave.
Tulsa, OK 74112

The Architect:
(Name, legal status, address, and other information)

GH2 Architects
320 South Boston Avenue
Suite 100
Tulsa, OK 74103
918-587-6158

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

Init.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

N/A

§ 1.1.2 The Project's physical characteristics:

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

44,490SF Renovation of existing Jones Elementary

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

Base Scope of Work, Alternates 7A, 7B, 8, 9, 10, 11: \$6,280,637.

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

8/1/2026

.3 Substantial Completion date or dates:

5/31/2027

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

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

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Link Group Consulting
9010 S. 264th E. Ave
Broken Arrow, OK 74014

Kyle Rudolph
Telephone Number: 918.808.1351
Email Address: kyle@linkgroupconsulting.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Eric King – GH2 Architects

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Zach Burrow
437 East 141st Street
Glenpool, OK 74033
Telephone Number: 405.482.9816
Email Address: zach@millertippens.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

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N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

MTC to competitively bid the project for each bid package, soliciting the project for a minimum of 21 days, and with the goal of receiving at a minimum 3 bids per trade.

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase**§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Preconstruction Services completed under separate agreement executed between MTC and THA on 8/22/2025

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner

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and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner

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shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

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(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Preconstruction fee of 0.5%. This fee is waived when the project moves to construction with Miller-Tippens and would be 0% at that time.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % One & One Half Percent

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5% of the sum of all associated costs of work relative to the Owner-Approved Guaranteed Maximum price. Cost of the Work to include General Conditions, General Requirements, Contingency(s) that have been used, and all applicable Insurances provided by the Construction Manager. Any unused contingencies will be returned to the Owner

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Fee on change orders will match the fee for the overall GMP

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10% in the aggregate, for any overhead and/or profit

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§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$1,000.00 per day

It is acknowledged that the Construction Manager's failure to achieve Substantial Completion of the Work within the Contract Time provided in the Contract Documents will cause the Owner to incur substantial economic damages and losses of the types and in amounts which are impossible to calculate or compute and ascertain actual damages with certainty as a basis for recovery by the Owner, and that Liquidated Damages represent a fair, reasonable and appropriate estimate of those damages. Accordingly, in lieu of actual damages for such delay, and as Owner's exclusive remedy for delay, the Construction Manager agrees that Liquidated Damages may be assessed and recovered by Owner as against Construction Manager and its Surety in the event of delayed completion of the Work and without Owner being required to present any evidence of the amount or character of actual damages sustained by Owner due to such delay. Therefore, the Construction Manager shall be liable in the amount of \$1,000.00 for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions pursuant to the Contract Documents.

§ 6.1.7 Other: Shared Savings
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

At the time of Final Completion, the remaining unused amounts of the allowances, plus numbers, and surplus from Subcontractor buyouts (collectively called "Buyout Savings") along with the Guaranteed Maximum Price savings shall be returned to the Owner.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**§ 7.1 Costs to Be Reimbursed**

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Cost of the Work shall include all key personnel as itemized in MTC General Conditions

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or

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value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**§ 11.1 Progress Payments**

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

25th day of each month

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

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- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% Five Percent

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Materials purchased by MTC via Purchase Order

Retainage amounts will not be held against amounts due for General Conditions, General Requirements and Insurances due to the Construction Manager.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

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§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated,

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taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.5 % One & One Half Percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ Arbitration pursuant to Article 15 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower

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coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
1. General Liability	
Each Occurrence:	\$1,000,000.00
Damage to Rented Premises:	\$300,000.00
Medical Expenses (Any One Person):	\$10,000.00
Personal and Advertising Injury:	\$1,000,000.00
General Aggregate:	\$2,000,000.00
Products – Completed / Operational	\$2,000,000.00
Aggregate:	
2. Automobile Liability	
Combined Single Limit (each Accident):	\$1,000,000.00
3. Umbrella Liability	
Each Occurrence:	\$8,000,000.00
Aggregate:	\$8,000,000.00
4. Workers Compensation and Employers' Liability	
Each Accident:	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
5. Builders' Risk	
\$5,000.00 Deductible, \$20,000.00	
Wind/Hail	
Limit:	\$18,000,000.00
Frame / BV	\$2,000,000.00

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

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§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

Cost of the Work shall include all key personnel as itemized in attachment A - MTC General Conditions

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

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OWNER *(Signature)*

Elsie Urueta, Executive Director, Tulsa Honor
Academy, Inc.

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Zach Burrow Managing Member

(Printed name and title)



Init.

/

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Additions and Deletions Report for **AIA® Document A133® – 2019**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:49:38 ET on 05/14/2026.

PAGE 1

AGREEMENT made as of the 14th day of May in the year 2026

...

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

THA Facilities, LLC
1421 S. Sheridan Road
Tulsa, OK 74112

...

Miller-Tippens Construction Company, L.L.C.
437 East 141st Street
Glenpool, OK 74033

...

Tulsa Honor Academy Charter School
1515 S 71st E. Ave.
Tulsa, OK 74112

...

GH2 Architects
320 South Boston Avenue
Suite 100
Tulsa, OK 74103
918-587-6158

PAGE 2

N/A

...

44,490SF Renovation of existing Jones Elementary

...

Base Scope of Work, Alternates 7A, 7B, 8, 9, 10, 11: \$6,280,637.

PAGE 3

8/1/2026

...

5/31/2027

...

N/A

...

N/A

...

N/A

...

Link Group Consulting
9010 S. 264th E. Ave
Broken Arrow, OK 74014

Kyle Rudolph
Telephone Number: 918.808.1351
Email Address: kyle@linkgroupconsulting.com
PAGE 4

Eric King – GH2 Architects

...

Zach Burrow
437 East 141st Street
Glenpool, OK 74033
Telephone Number: 405.482.9816
Email Address: zach@miller-tippens.com
PAGE 5

N/A

...

MTC to competitively bid the project for each bid package, soliciting the project for a minimum of 21 days, and with the goal of receiving at a minimum 3 bids per trade.

...

N/A
PAGE 8

Preconstruction Services completed under separate agreement executed between MTC and THA on 8/22/2025
PAGE 11

Preconstruction fee of 0.5%. This fee is waived when the project moves to construction with Miller-Tippens and would be 0% at that time.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

1.5 % One & One Half Percent

...

5% of the sum of all associated costs of work relative to the Owner-Approved Guaranteed Maximum price. Cost of the Work to include General Conditions, General Requirements, Contingency(s) that have been used, and all applicable Insurances provided by the Construction Manager. Any unused contingencies will be returned to the Owner

...

The Fee on change orders will match the fee for the overall GMP

...

10% in the aggregate, for any overhead and/or profit

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

PAGE 12

\$1,000.00 per day

It is acknowledged that the Construction Manager's failure to achieve Substantial Completion of the Work within the Contract Time provided in the Contract Documents will cause the Owner to incur substantial economic damages and losses of the types and in amounts which are impossible to calculate or compute and ascertain actual damages with certainty as a basis for recovery by the Owner, and that Liquidated Damages represent a fair, reasonable and appropriate estimate of those damages. Accordingly, in lieu of actual damages for such delay, and as Owner's exclusive remedy for delay, the Construction Manager agrees that Liquidated Damages may be assessed and recovered by Owner as against Construction Manager and its Surety in the event of delayed completion of the Work and without Owner being required to present any evidence of the amount or character of actual damages sustained by Owner due to such delay. Therefore, the Construction Manager shall be liable in the amount of \$1,000.00 for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions pursuant to the Contract Documents.

§ 6.1.7 Other: Shared Savings

...

At the time of Final Completion, the remaining unused amounts of the allowances, plus numbers, and surplus from Subcontractor buyouts (collectively called "Buyout Savings") along with the Guaranteed Maximum Price savings shall be returned to the Owner.

PAGE 13

Cost of the Work shall include all key personnel as itemized in MTC General Conditions

PAGE 17

25th day of each month

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 18

5% Five Percent

...

Materials purchased by MTC via Purchase Order

Retainage amounts will not be held against amounts due for General Conditions, General Requirements and Insurances due to the Construction Manager.

PAGE 20

1.5 % One & One Half Percent

...

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 23

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

...

<u>1. General Liability</u>	
<u>Each Occurrence:</u>	<u>\$1,000,000.00</u>
<u>Damage to Rented Premises:</u>	<u>\$300,000.00</u>
<u>Medical Expenses (Any One Person):</u>	<u>\$10,000.00</u>
<u>Personal and Advertising Injury:</u>	<u>\$1,000,000.00</u>
<u>General Aggregate:</u>	<u>\$2,000,000.00</u>
<u>Products – Completed / Operational</u>	<u>\$2,000,000.00</u>
<u>Aggregate:</u>	
<u>2. Automobile Liability</u>	
<u>Combined Single Limit (each Accident):</u>	<u>\$1,000,000.00</u>
<u>3. Umbrella Liability</u>	
<u>Each Occurrence:</u>	<u>\$8,000,000.00</u>
<u>Aggregate:</u>	<u>\$8,000,000.00</u>
<u>4. Workers Compensation and Employers' Liability</u>	

<u>Each Accident:</u>	<u>\$1,000,000.00</u>
<u>Disease – Each Employee</u>	<u>\$1,000,000.00</u>
<u>Disease – Policy Limit</u>	<u>\$1,000,000.00</u>
<u>5. Builders' Risk</u>	
<u>\$5,000.00 Deductible, \$20,000.00</u>	
<u>Wind/Hail</u>	
<u>Limit:</u>	<u>\$18,000,000.00</u>
<u>Frame / BV</u>	<u>\$2,000,000.00</u>

PAGE 24

Cost of the Work shall include all key personnel as itemized in attachment A - MTC General Conditions

PAGE 25

Elsie Urueta, Executive Director, Tulsa Honor
Academy, Inc.

Zach Burrow Managing Member

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lance Miller, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:49:38 ET on 05/14/2026 under Order No. 3104239503 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Coversheet

Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into an amended loan agreement with Equitable School Revolving Fund LLC for the THA Sheridan Campus loan

Section: VI. Action Agenda II

Item: E. 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 an amended loan agreement with Equitable School Revolving Fund LLC for the THA Sheridan Campus loan

Purpose: Vote

Submitted by:

Related Material:

THA Facilities, LLC - Equitable Facilities Fund - Sheridan Campus Loan Amendment - 6_16_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	THA Facilities, LLC - Equitable Facilities Fund
Description of Service:	This amends the loan agreement for the THA Sheridan Campus located at 1421 S. Sheridan Rd. In the Amendment, the language is changed from "includes the proposed Additional Indebtedness..." to "prior to the issuance of the Additional Indebtedness..." The amended language also provides more clarity around the fiscal years in which the tests are meant to occur.
Jurisdiction or Governing Law:	No Change from Original Agreement
Term of contract:	6/16/2027 to Final Loan Payment
Funding Source:	No Change from Original Agreement
Total Cost:	No Change from Original Agreement
THA Signer:	Chief Executive Officer
Contract Type:	Renewal If Renewal, price change notes: N/A
Termination Clause:	No Change from Original Agreement
Term:	Term is multi-year
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

AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT (as the same may be further amended, restated, renewed, extended and/or otherwise modified, this “Amendment”) dated as of May 12, 2026, is between THA Facilities, LLC, an Oklahoma limited liability company (hereinafter referred to as the “Borrower”) and Equitable School Revolving Fund, LLC, a Delaware limited liability corporation (hereinafter referred to as the “Lender”).

RECITALS:

A. Equitable Facilities Fund, Inc., a Delaware nonstock, nonprofit corporation (“EFF”) and the Borrower entered into that certain Loan Agreement dated as of February 16, 2022 (the “Agreement”) evidencing a loan to the Borrower in the principal amount of \$10,602,566.33 (the “Loan”).

B. EFF and the Lender entered into that certain Master Mortgage Loan Sale Agreement dated as of September 1, 2018 setting forth EFF’s desire to sell to the Lender from time to time, and the Lender’s desire to purchase from EFF from time to time, certain business or commercial purpose mortgage loans to assist charter schools (the “MMLSA”).

C. The Lender purchased the Loan from EFF pursuant to the MMLSA and the Trade Confirmation, dated as of February 16, 2022.

D. EFF endorsed the Note to the Lender by Allonge and unconditionally, granted, transferred, and assigned to the Lender all of EFF’s right, title, and interest in the Note.

E. The Borrower has requested that the Lender amend the Agreement. The Lender has agreed to do so, subject to the terms and conditions contained herein.

H. The Lender has approved the changes to the Loan Agreement.

I. The Borrower and the Lender now desire to enter into this Amendment on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1 General Terms

Section 1.1 Terms Defined in Agreement. As used in this Amendment, except as may otherwise be provided herein, all capitalized terms which are defined in the Agreement, as amended, have the same meaning herein as therein, all of such terms and their definitions being incorporated herein by reference.

Section 1.2 Confirmation and Extent of Changes. All terms which are defined or referred to in the Agreement shall remain unchanged except as otherwise specifically provided in this Amendment. It is hereby confirmed that the term “Agreement” includes the Agreement as amended by this Amendment.

Article 2 Amendments to the Agreement

Section 2.1 Amendment to Section 6.14(e) of the Agreement. Effective as of the date hereof, the Section 6.14 of the Agreement is hereby amended and replaced in its entirety as follows:

(e) Create, incur, permit or assume any Indebtedness, including subordinate or Short-Term Indebtedness, without written consent of the Lender, other than (i) Additional Indebtedness for a new capital project if the Tenant can demonstrate (a) for the most recently completed fiscal year, a Lease Payment Coverage Ratio of 120% (calculated as provided in the Continuing Covenant Agreement) prior to the issuance of the Additional Indebtedness and (b) in the first fiscal year following the issuance of the Additional Indebtedness, a Lease Payment Coverage Ratio of 120% (calculated as provided in the Continuing Covenant Agreement) that includes the proposed Additional Indebtedness; or (ii) non-recourse Indebtedness, if the principal amount of all non-recourse Indebtedness of the Borrower incurred under this subsection Outstanding immediately after the incurrence of such Indebtedness does not exceed \$750,000 in the aggregate.

Article 3 Miscellaneous

Section 3.1 Extent of Amendments. Except as otherwise expressly provided herein, the Agreement, the Loan Documents, the other instruments and agreements referred to therein are not amended, modified or affected by this Amendment.

Section 3.2 Effective Date. Except as otherwise expressly provided herein, the effective date of all provisions of this Amendment shall be the date indicated above.

Section 3.3 Titles of Articles; Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Amendment are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles, sections, subsections, or other divisions, such other content being controlling as to the Agreement among the parties hereto.

Section 3.4 Counterparts. This Amendment may be executed in two or more counterparts. It will not be necessary that the signatures of all parties hereto be contained on any

one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be effective as of the date First Amendment written above.

BORROWER:

THA Facilities, LLC

By: _____
Name: _____
Title: _____

LENDER:

Equitable School Revolving Fund, LLC.

By: _____
Name: _____
Title: _____

Coversheet

Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into accept a proposal from Oklahoma Paving Solutions for the repaid and maintenance of the THA Sheridan parking lot.

Section: VI. Action Agenda II

Item: F. 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 accept a proposal from Oklahoma Paving Solutions for the repaid and maintenance of the THA Sheridan parking lot.

Purpose: Vote

Submitted by:

Related Material:

THA Facilities LLC - Oklahoma Paving Solutions - 6_16_2026 to 6_30_2026.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	THA Facilities LLC - Oklahoma Paving Solutions
Description of Service:	This proposal includes overlay asphalt pavement of approximately 32,471 square feet to repair the THA HS scholar parking lot.
Jurisdiction or Governing Law:	Oklahoma
Term of contract:	6/16/2026 to 6/30/2026
Funding Source:	General Fund
Total Cost:	\$50,000
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 THA STUDENT LOT	PROJECT LOCATION 1421 S. SHERIDAN RD., TULSA, OK 74112	DATE 5/19/2026
WE APPRECIATE THE OPPORTUNITY TO QUOTE THIS PROJECT FOR YOU. ASPHALT BID PRICE BASED ON ODOT INDEX PRICE FOR MAY 2026 OF \$572.50 PER TON A/C OIL AND SUBJECT TO CHANGE DUE TO INCREASING PRICES AND AVAILABILITY OF MATERIALS, SUBJECT TO FUEL/ENERGY SURCHARGES.		ESTIMATOR KIARA PRATHER-BOSLER sales@opspaving.com
		CELL 918 237 7150

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:

OVERLAY ASPHALT PAVEMENT APPROXIMATELY 32,471 SQUARE FEET

1. MILL AROUND EDGES FOR TIE-INS AND SMOOTH TRANSITIONS.
2. CLEAN LOT OF LOOSE VEGETATION, DIRT, AND LOOSE DEBRIS.
3. FILL IN ALL LOW SPOTS WITH HOT MIX ASPHALT.
4. APPLY TACK COAT USING SS-1 EMULSION.
5. INSTALL TWO INCHES (2") OF TYPE 'S4 (PG 64-22 OK) RECYCLE' HOT MIX ASPHALT. ROLL AND COMPACT.
6. RESTRIPE PER CURRENT LAYOUT USING SEALMASTER TRAFFIC PAINT.
7. CLEAN UP JOBSITE AND HAUL OFF SPOILS.

TOTAL BID PRICE = \$50,000.00

EXCLUDES **SALES TAX**, PERMITS, BONDS, LICENSES, TESTING, TRAFFIC CONTROL, DAMAGE TO CONCRETE, DAMAGE TO EXISTING ASPHALT.

We Propose hereby to furnish material and labor -complete in accordance with the above specifications for the sum of:

FIFTY THOUSAND AND NO/100 ----- Dollars (\$50,000.00)

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. This Proposal is based on one mobilization and a continuous sequence of work.
4. Standard insurance policies, coverage and limits.
5. Payment to be made UPON BILLING.

Authorized Signature:

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.

Kiara -Prather Bosler

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

Signature _____ Date _____

Coversheet

Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a lease with Tulsa Facilities LLC for the THA Middle School campus

Section: VI. Action Agenda II

Item: G. Tulsa Honor Academy, Inc., as sole member and with authority to act as the director of the business affairs of THA Facilities, LLC, considers the approval of THA Facilities, LLC to enter into a lease with Tulsa Facilities LLC for the THA Middle School campus

Purpose: Vote

Submitted by:

Related Material:

THA Facilities LCC - Lakewood Campus Lease and Compliance Agreement [DRAFT].pdf

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of July 1, 2026 (the "**Effective Date**"), by and between **Tulsa Facilities, LLC**, a Delaware limited liability company, whose principal address for notice is P.O. Box 2030, Bentonville, Arkansas 72712, Attn: Laura Fiemann ("**Landlord**") and **Tulsa Honor Academy** an Oklahoma nonprofit corporation, whose principal address for notice is 209 S. Lakewood Ave., Tulsa OK 74112 Attn: THA Facilities, LLC ("**Tenant**").

RECITALS

WHEREAS, Landlord is a Delaware limited liability company organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is committed to supporting access to quality public education through charter schools;

WHEREAS, Tenant is a nonprofit corporation operating, or intending to operate, an open enrollment charter school pursuant to the Oklahoma Charter Schools Act, 70 Okla. St. Ann. § 3-130 et seq., and is dedicated to providing high-quality educational opportunities to students in the community;

WHEREAS, Landlord recognizes that charter schools such as Tenant face significant barriers to obtaining suitable facilities due to limited access to capital, difficulty securing traditional financing, and the high cost of acquiring, developing, and improving real property for use as school facilities;

WHEREAS, Landlord has established a charitable program to assist qualified charter schools in obtaining and eventually owning suitable school facilities that such schools would not otherwise be able to afford or acquire;

WHEREAS, as part of its charitable mission and program, Landlord is willing to acquire, develop, and improve the Premises, lease the Premises to Tenant on below-market terms that include rent credits toward the purchase price, and provide Tenant with an option to purchase the Premises, thereby enabling Tenant to operate its charter school and ultimately acquire ownership of a facility that Tenant could not otherwise afford through conventional financing or market-rate lease arrangements;

WHEREAS, this Lease is structured as a rent-credit lease under which a portion of Tenant's rental payments will be credited toward the purchase price if Tenant exercises its option to purchase, with the rent credits and below-market rental structure constituting a charitable benefit provided by Landlord to further its exempt charitable and educational purposes;

WHEREAS, the parties intend that this Lease and the transactions contemplated hereby shall constitute a charitable program operated by Landlord for the benefit of Tenant and the students and community served by Tenant's charter school, and not a commercial real estate transaction;

WHEREAS, in consideration of the substantial charitable benefit being provided by Landlord, Tenant agrees to operate the Premises exclusively as an open enrollment charter school, maintain high standards of academic, financial, and operational performance, and comply with all terms and conditions of this Lease, including the performance standards set forth herein; and

WHEREAS, Landlord and Tenant desire to enter into this Lease upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

Article I GRANT AND TERM

SECTION 1.01. Premises. In consideration of the rents, covenants, and agreements hereinafter contained, Landlord leases to Tenant, and Tenant, subject to the terms and conditions contained in this Lease, leases and rents from Landlord, that property with an address of 209 S. Lakewood Ave., Tulsa OK 74112, and legally described on **Exhibit A** attached hereto together with all improvements located thereon and all improvements to be constructed by Landlord pursuant to the Landlord Work Letter attached hereto as **Exhibit B** (hereinafter the "**Premises**").

SECTION 1.02. Commencement and Ending Date of Term. The term of this Lease (the "**Term**") shall commence on the Effective Date and shall end on the fifth (5th) anniversary of the Rent Commencement Date (as defined below) (the "**Expiration Date**"), unless sooner terminated or extended as provided herein. The "**Rent Commencement Date**" shall be the date established by a written memorandum executed by Landlord and Tenant following Landlord's Substantial Completion (as defined in **Exhibit B**, Section 4) of the Landlord's Work, which memorandum shall be attached to this Lease as **Exhibit C**. Concurrently with the execution of **Exhibit C**, the parties shall finalize and attach the Rent Schedule (as defined in Section 2.01(a)) as **Exhibit D**, setting forth the specific lease year periods, annual Base Rent amounts, and quarterly installment amounts calculated from the Rent Commencement Date. Tenant's obligation to pay rent hereunder shall commence on the Rent Commencement Date. At or prior to the end of the Term of the Lease, Landlord and Tenant may agree to extend the term of the Lease upon such terms and conditions (including, without limitation, base rent and other economic terms) as may be negotiated and mutually agreed upon in writing, in their sole discretion.

SECTION 1.03. Permitted Use. Unless otherwise approved by Landlord, in Landlord's sole discretion, the Premises shall be used solely for the operation of an open enrollment charter school under charters granted pursuant to the Oklahoma Charter Schools Act, 70 Okla. St. Ann. § 3-130 et. seq. Tenant acknowledges that Landlord's rent is based on Tenant's use and operation of the Premises, and, as such, this Lease shall be deemed to include and incorporate an express obligation for Tenant to at all times throughout the term of this Lease be continuously open and operating as an open enrollment charter school. As used in this Lease: (a) "**Open Enrollment Charter School**" means a public charter school operating pursuant to the Oklahoma Charter Schools Act, 70 Okla. St. Ann. § 3-130 et seq., that is open to all students on a space-available basis without discriminatory enrollment requirements; (b) "**Charter School Authorizing Agency**" or "**Authorizing Agency**" means the entity or entities responsible for granting, overseeing, renewing, or revoking Tenant's charter pursuant to applicable Oklahoma law, which may include but is not limited to the Oklahoma Statewide Charter School Board or a local school district board of education; (c) "**Good Standing**" means that Tenant is in full compliance with all applicable requirements of its Charter School Authorizing Agency, including academic, financial, and operational standards, is not subject to probation, corrective action, or any similar status of concern, and has not had its charter modified, conditioned, or threatened with non-renewal or revocation; (d) "**Projected Full Enrollment**" means the enrollment target set forth in the Compliance Agreement for the final year of the initial Term, representing the school's planned maximum student capacity; (e) "**Commercially Reasonable Efforts**" means efforts that are reasonable in light of the circumstances, consistent with industry standards and practices for similar charter school facilities, but that do not require the expenditure of amounts that are disproportionate to the benefit to be achieved or the assumption of material financial risk; (f) "**Material**" means, when used to describe a breach, default, violation, failure, condition, or other matter under this Lease, something that is significant and substantial in nature and effect, including without limitation: (i) any breach or failure that

results in, or is reasonably likely to result in, significant financial harm to Landlord, impairment of Landlord's rights under this Lease, or diminution in the value or condition of the Premises; (ii) any breach or failure that substantially interferes with Tenant's ability to operate the Premises as an Open Enrollment Charter School; (iii) any Core Default as defined in Section 4.02(a); (iv) any failure to pay rent or other monetary obligations exceeding \$10,000 in the aggregate; or (v) any other breach or failure that, under the circumstances and considering the purposes of this Lease, would be considered significant by a reasonable landlord or tenant. Whether a matter is "Material" shall be determined based on the totality of the circumstances, and Landlord's good faith determination that a matter is Material shall be given deference absent clear error and (g) "**Public Charity Status**" means Tenant's status as a public charity described in Section(s) [REDACTED] of the Internal Revenue Code of 1986, as amended (or any successor provision(s)), as such status exists on the Effective Date of this Lease.

SECTION 1.04. Landlord's Work.

(a) *Landlord's Obligations.* Landlord agrees to construct, or cause to be constructed, certain improvements to the Premises as more particularly described in the Landlord Work Letter attached hereto as **Exhibit B** and incorporated herein by this reference (the "**Landlord's Work**"). The scope, specifications, schedule, and other terms and conditions governing Landlord's Work shall be as set forth in **Exhibit B**. Landlord shall use Commercially Reasonable Efforts to achieve Substantial Completion (as defined in **Exhibit B**, Section 4) of the Landlord's Work on or before the Target Completion Date (as defined in **Exhibit B**, Section 3) set forth in **Exhibit B**, subject to Force Majeure Delays and Tenant Delays (each as defined in **Exhibit B**, Sections 7 and 6).

(b) *Tenant's Cooperation.* Tenant shall cooperate with Landlord in connection with Landlord's Work, including without limitation: (i) timely reviewing and approving (or disapproving with specific comments) all plans, specifications, and other submissions requiring Tenant's approval under **Exhibit B**; (ii) providing Landlord with timely access to any information, documentation, or decisions necessary for Landlord to complete the Landlord's Work; (iii) refraining from interfering with Landlord's Work or Landlord's contractors; and (iv) performing any obligations specifically assigned to Tenant under **Exhibit B**. Tenant acknowledges that any delay in Tenant's performance of its obligations under this subsection or **Exhibit B** may result in a Tenant Delay (as defined in **Exhibit B**, Section 6), which may extend the Target Completion Date and the Rent Commencement Date.

(c) *Substantial Completion and Punchlist.* Upon Substantial Completion of the Landlord's Work and issuance of a certificate of occupancy for the Premises, Landlord shall provide Tenant with written notice of such Substantial Completion, and the parties shall conduct a walk-through inspection of the Premises to identify any punchlist items ("**Punchlist Items**" means incomplete, corrective, or deficient items of work that do not materially interfere with Tenant's ability to operate the charter school but that remain to be completed or corrected after Substantial Completion). Landlord shall use Commercially Reasonable Efforts to complete all Punchlist Items within sixty (60) days after Substantial Completion, but the existence of Punchlist Items shall not delay the Rent Commencement Date, provided that such Punchlist Items do not materially interfere with Tenant's ability to operate the charter school. The procedures for determining Substantial Completion, conducting the walk-through, and completing Punchlist Items shall be as set forth in **Exhibit B**.

(d) *Cost and Inclusion in Purchase Price.* All costs incurred by Landlord in completing the Landlord's Work, including without limitation design, engineering, permitting, construction, project management, and all other hard and soft costs, shall be included in the calculation of the Purchase Price pursuant to Section 16.03(a) and **Exhibit F**. Tenant shall have no obligation to pay separately for Landlord's Work, but acknowledges that such costs will be reflected in the final Purchase Price.

(e) *No Landlord Warranty.* Except as expressly provided in **Exhibit B** with respect to the warranty period for Landlord's Work, Landlord makes no representation or warranty concerning the condition, suitability, or fitness for any purpose of the Landlord's Work or the Premises. Following the expiration of any warranty period set forth in **Exhibit B**, Tenant shall be solely responsible for all maintenance, repair, and replacement of all improvements comprising the Landlord's Work, in accordance with Article V of this Lease.

(f) *Changes to Landlord's Work.* Any changes, modifications, or additions to the scope of Landlord's Work as described in **Exhibit B** shall be subject to Landlord's prior written approval and shall be governed by the change order procedures set forth in **Exhibit B**. Any additional costs resulting from Tenant-requested changes shall be added to the Purchase Price as provided in Section 16.03(a) and **Exhibit E**.

Article II RENT

SECTION 2.01. Base Rent.

(a) *Payment of Base Rent.* Commencing on the Rent Commencement Date, Tenant agrees to pay to Landlord, without any prior demand therefor and without any deduction or set-off whatsoever, base rent ("**Base Rent**") in the amounts set forth on **Exhibit D** attached hereto and incorporated herein by this reference (the "**Rent Schedule**"). Base Rent shall be due and payable in arrears, quarterly on the first (1st) day August, November, February and May during the Term, in equal quarterly installments corresponding to the annual amounts set forth on the Rent Schedule and shall be paid by wire transfer or ACH to such account as Landlord may designate from time to time. If the Rent Commencement Date does not fall on the first day of a calendar quarter, Base Rent for the initial partial quarter shall be prorated and paid in accordance with Section 2.01(c). If Landlord issues an invoice, such invoice shall be for the parties' administrative convenience only and shall not be a condition to Tenant's obligation to timely pay Base Rent as required herein.

(b) *Late Charges and Interest.* If any Base Rent payment is not received within ten (10) days after the date when due, Tenant shall pay Landlord a late charge equal to four percent (4%) of the overdue amount. Additionally, all overdue Base Rent and other amounts due under this Lease shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate permitted by applicable law, if less) from the due date until paid.

(c) *Proration.* Base Rent for any partial quarter at the beginning or end of the Term shall be prorated on a per diem basis and shall be due and payable on the first (1st) day of such partial quarter (or, if later, on the Rent Commencement Date). If the Rent Commencement Date occurs on a day other than the first (1st) day of a calendar quarter, or if this Lease terminates on a day other than the last day of a calendar quarter, then Base Rent for such partial quarter shall be prorated as provided in this subsection and shall be due and payable as part of the first or last, as applicable, installment of Base Rent.

(d) *Security Deposit.* No security deposit is required.

(e) *Operating Expense Charges.* "**Operating Expense Charges**" means all costs and expenses relating to the Premises that Tenant is required to reimburse to Landlord under this Lease, including: (a) property insurance premiums paid by Landlord pursuant to Section 7.02(a) and reimbursed by Tenant pursuant to Section 7.02(c); and (b) at Landlord's election, real estate taxes and assessments paid by Landlord with respect to the Premises pursuant to Section 2.02(b) (to the extent not paid directly by Tenant or separately invoiced by Landlord under Section 2.02). Operating Expense Charges shall be invoiced and

paid in accordance with the procedures set forth in the applicable sections of this Lease. Landlord may invoice Tenant for Operating Expense Charges on a monthly estimated basis with annual reconciliation, or may invoice the full annual amount upon renewal or payment, at Landlord's option. Tenant shall pay all Operating Expense Charges invoices within thirty (30) days after receipt. Tenant's obligation to pay Operating Expense Charges is absolute and unconditional, without right of setoff, counterclaim, or deduction. For the avoidance of doubt, Operating Expense Charges do not include costs incurred by Landlord for Landlord's Maintenance Items under Section 5.01(a), which costs are instead added to the Purchase Price pursuant to Section 5.01(d).

SECTION 2.02. Taxes. It is the belief and intent of both Landlord and Tenant that so long as the Premises are used for the purposes enumerated in this Lease, no ad valorem, special assessment or any other taxes (singularly, "**Tax**" and collectively, "**Taxes**") are to be levied or assessed against the Premises or Tenant's personal property located thereon or any part thereof by any Oklahoma taxing authority pursuant to Article 10, Section 6 of the Oklahoma Constitution. Notwithstanding the foregoing, in the event an Oklahoma taxing authority levies a Tax or Taxes on such real or personal property, Tenant shall be responsible for the payment of all such Taxes attributable to the Premises during the Term as follows:

(a) *Direct Payment by Tenant.* If Tenant is named as the payor on the tax bill, Tenant shall pay such Taxes directly to the applicable taxing authority on or before the due date.

(b) *Reimbursement to Landlord.* If Landlord is named as the payor on the tax bill, Landlord may either (i) pay such Taxes and invoice Tenant for reimbursement, or (ii) include such Taxes in the Operating Expense Charges. If Landlord invoices Tenant directly for reimbursement, Tenant shall reimburse Landlord within thirty (30) days after receipt of Landlord's invoice, which invoice shall be accompanied by a copy of the tax bill or assessment. Landlord may endeavor to provide such invoice to Tenant prior to the tax payment due date to allow Tenant reasonable time to reimburse Landlord before such due date, but Landlord shall have no obligation to do so, and any failure to provide advance notice shall not relieve Tenant of its reimbursement obligation. Alternatively, and unless otherwise instructed in writing by Landlord, Landlord may direct Tenant to pay such Taxes directly to the taxing authority, in which case Tenant shall make such payment on or before the due date.

(c) *Proration.* Taxes for any partial year at the beginning or end of the Term shall be prorated on a daily basis, with Tenant responsible for Taxes attributable to the portion of the tax year falling within the Term and Landlord responsible for Taxes attributable to the portion of the tax year falling outside the Term. Notwithstanding such proration, as between Landlord and Tenant, Tenant shall be responsible for the payment of all Taxes assessed with respect to the Premises for any period during which Tenant is in possession of the Premises.

(d) *Personal Property Taxes.* Tenant shall be solely responsible for and shall pay when due any and all taxes assessed against Tenant's personal property, furniture, fixtures, equipment, and inventory located on or about the Premises.

(e) *Contest Rights.* Upon at least ten (10) days prior written notice to Landlord and prior to the delinquency of any such Tax, Tenant may contest the levy, assessment, valuation, or amount of any Tax, or the denial of any exemption related thereto, at Tenant's sole expense and in Tenant's name or, if necessary, in Landlord's name with Landlord's prior written consent (which consent shall not be unreasonably withheld). If Tenant exercises such right of contest, Tenant shall, unless excused in writing by Landlord, continue to pay when due all contested Taxes (either directly to the taxing authority or by reimbursing Landlord, as applicable) or, if permitted by applicable law, post a bond or other security acceptable to Landlord and the taxing authority sufficient to prevent any lien from attaching to the Premises. Landlord shall reasonably cooperate with Tenant in any such contest, and Tenant shall indemnify, defend,

and hold Landlord harmless from any and all costs, expenses, liabilities, penalties, and attorney's fees arising from such contest. Landlord shall also have the right, without the consent of Tenant, to contest any Tax, levy, assessment, or the denial by a taxing authority of any exemption related thereto; provided, however, that Tenant shall remain responsible, as between Landlord and Tenant, for the payment of all such Taxes assessed with respect to the Premises during the Term. If both Landlord and Tenant desire to contest the same Tax or assessment, the parties shall cooperate and coordinate their efforts to avoid duplicative proceedings or conflicting positions with the taxing authority, and Landlord's contest shall take precedence unless otherwise agreed in writing.

Article III ACCEPTANCE OF PREMISES/ALTERATIONS

SECTION 3.01. Landlord's Obligations. Tenant acknowledges that, except for Landlord's obligation to complete the Landlord's Work in accordance with Section 1.04 and Exhibit B, Tenant has inspected or had full opportunity to inspect the Premises prior to execution of this Lease. Upon Substantial Completion of the Landlord's Work and Tenant's occupancy of the Premises, Tenant accepts the Premises in their then-current condition, subject to the warranty provisions set forth in Exhibit B. Except for (i) Landlord's obligations under Section 1.04 and Exhibit B with respect to the Landlord's Work, and (ii) any warranties provided in Exhibit B during the applicable warranty period, Tenant hereby agrees and acknowledges that Landlord is delivering the Premises in an "AS-IS, WHERE-IS" condition **WITH ALL FAULTS**, and Landlord shall have no responsibility for the condition, suitability, safety, or fitness for any purpose of the Premises. Following the expiration of any warranty period set forth in Exhibit B, Tenant expressly waives any and all claims relating to the condition of the Premises, whether known or unknown, patent or latent. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1.04 AND EXHIBIT B, LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, CODE COMPLIANCE, OR SUITABILITY FOR USE AS A CHARTER SCHOOL. Tenant assumes all risk associated with the condition and use of the Premises after expiration of the warranty period. Except as expressly set forth in this Lease (including Section 1.04 and Exhibit B), Landlord shall have no responsibility or obligation for any repairs, maintenance, alterations, improvements, or compliance with any laws, codes, or regulations relating to the Premises. Landlord does not assume, and Tenant hereby expressly disclaims, any obligation by Landlord to provide for the security, safety, or habitability of the Premises, except as may be required during the warranty period under Exhibit B. Nothing in this Lease shall be construed to impose any duty on Landlord to maintain, repair, or improve the Premises in any manner whatsoever, except for Landlord's completion of the Landlord's Work and correction of any defects during the warranty period as provided in Section 1.04 and Exhibit B.

SECTION 3.02. Alterations. Tenant shall be entitled to make alterations, additions, and improvements to the Premises upon the prior written consent of Landlord. Tenant shall advise Landlord of any such alterations, additions, or improvements and shall make periodic reports to Landlord on the status of construction. Tenant, or its duly authorized agents, shall furnish Landlord with all plans, specifications, architectural renderings, or other information used or useful in the construction of alterations, additions, and improvements to the Premises. Except in the event Tenant purchases the Premises or as otherwise may be required by law, any alterations, additions, or improvement to the Premises shall be the sole property of Landlord upon the termination of this Lease. **TENANT AGREES TO INDEMNIFY LANDLORD AND HOLD LANDLORD HARMLESS AGAINST ANY LOSS, LIABILITY, OR DAMAGE RESULTING FROM SUCH WORK, AND TENANT SHALL, IF REQUESTED BY LANDLORD, FURNISH A BOND OR OTHER SECURITY SATISFACTORY TO LANDLORD AGAINST ANY SUCH LOSS, LIABILITY, OR DAMAGE.**

SECTION 3.03. Liens. Tenant will indemnify, defend, and hold Landlord harmless from all expenses, liens, or claims of any contractors, subcontractors, materialmen, or other party arising out of, or resulting from, the undertaking or making of any alterations, additions, improvements, or other work on or at the Premises. Whenever any mechanics', materialmen's or other lien shall have been filed against the Premises based upon any act or interest of Tenant or of any one claiming through Tenant, or if any security agreement shall have been filed for or attached to any materials, machinery or fixtures used in the construction, repair or operation thereof or annexed thereto by Tenant, Tenant shall immediately make payment or deposit or post bond to remove the lien or security agreement, whether or not the claim is valid. If Tenant has not removed the lien within ten (10) days after the assertion thereof, Landlord may pay the amount of such lien or security agreement or discharge the same by deposit, and the amount so paid or deposited shall be paid on demand by Tenant to Landlord with interest at the maximum legal rate from the date paid by Landlord to the date reimbursed by Tenant. Tenant shall also reimburse Landlord on demand for any and all reasonable attorneys' fees incurred by Landlord in connection therewith.

SECTION 3.04. Signs. Tenant may, at its expense, erect a sign or signs on the Premises, provided, however, that the design or drawing portraying any such signage erected must be approved by Landlord, in writing, and any and all governmental authorities having jurisdiction over the same. Tenant may remove such signage at the termination of this Lease, but any damage to the Premises as a result of removal of such signage shall be repaired at the expense of Tenant.

Article IV PERFORMANCE STANDARDS

SECTION 4.01. Tenant Obligations. As used in this Lease, the "Compliance Agreement" means that certain Compliance Agreement of even date herewith between Landlord and Tenant, setting forth the specific operational, financial, and reporting requirements applicable to Tenant's operations on the Premises, which is incorporated into this Lease by this reference as if set forth in full herein. Tenant covenants and agrees that during the Term or any extension of this Lease:

(a) *Charter Good Standing.* Tenant shall at all times remain in good standing in all respects, including academic, financial, and operational areas, with the Charter School Authorizing Agency(ies). Tenant shall not be placed on probation, corrective action, or any similar status of concern, and shall not have its charter modified, conditioned, non-renewed, or revoked for any reason. Tenant shall meet or exceed all performance standards and requirements set forth in the Compliance Agreement, which standards and requirements are incorporated herein and made a material part of this Lease.

(b) *Information Delivery.* Tenant shall promptly provide to Landlord, in the form and by the deadlines specified in the Compliance Agreement or as otherwise reasonably requested by Landlord from time to time: (i) all financial, operational, academic performance, and governance information; (ii) any and all information, reports, or documents submitted to the Oklahoma State Department of Education, any Authorizing Agency, or any other governmental or accrediting body; (iii) copies of all correspondence with any such agencies regarding compliance, performance concerns, or corrective action; and (iv) such other information as Landlord may reasonably request to monitor Tenant's performance under this Lease. Landlord shall have the right, in its sole discretion, to review and rely upon any such information in determining whether Tenant is in compliance with this Lease.

(c) *Tax-Exempt Status.* Tenant shall at all times maintain its Public Charity Status. Tenant shall immediately notify Landlord in writing of any challenge to, modification of, or loss of its Public Charity Status, and shall provide Landlord with copies of any correspondence with the Internal Revenue Service or any state taxing authority regarding such status. In the event Tenant loses its Public Charity Status for any reason, Landlord may, in its sole and absolute discretion, terminate this Lease by providing written notice

to Tenant, effective ten (10) days after such notice is delivered, provided that if such loss of status is remediable and Tenant demonstrates to Landlord's sole satisfaction within such ten (10) day period that Tenant has cured the loss or obtained reinstatement of its Public Charity Status (by providing written confirmation from the Internal Revenue Service or other competent authority), then Landlord's termination notice shall be void and of no effect. If the loss of Public Charity Status is not remediable or is not cured within such ten (10) day period, this Lease shall automatically terminate on the date specified in Landlord's notice, and Tenant shall immediately vacate and surrender the Premises as provided in Section 6.01. Upon any such termination due to loss of Public Charity Status, the treatment of rent credits shall be governed by Section 12.05(a) (forfeiture for serious defaults), and Tenant's purchase option under Article XVI shall immediately terminate and be of no further force or effect.

(d) *Mission and Purpose.* Tenant shall not make, adopt, or permit any material changes to its corporate purpose, mission, charter, or scope of operations without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

(e) *Insurance Obligations.* Tenant shall at all times during the Term maintain all insurance required under Article VII of this Lease, provide Landlord with timely proof of such insurance as required by Article VII, and timely reimburse Landlord for all property insurance premiums as required by Section 7.02(c). Failure to maintain required insurance, provide proof of insurance, or reimburse insurance premiums shall be categorized and subject to remedies as set forth in Sections 4.02 and 4.03.

(f) *Prohibition on Adverse Actions.* Tenant shall not take (or fail to take) any action that is reasonably likely to: (i) negatively impact the Lease, the Premises, or Landlord's interests hereunder; (ii) impair Tenant's ability to achieve and satisfy the standards and requirements set forth in the Compliance Agreement; (iii) jeopardize Tenant's charter, good standing, or tax-exempt status; or (iv) result in a lien, encumbrance, or claim against the Premises.

(g) *Reporting and Compliance Software.* Tenant shall use, implement, and maintain any reporting, compliance, or performance monitoring software or platform designated by Landlord from time to time ("Designated Software"), including, without limitation, any software used for financial reporting, academic performance tracking, enrollment reporting, facility management, or regulatory compliance. Landlord may designate, change, or supplement the Designated Software upon written notice to Tenant, and Tenant shall implement any newly designated software within sixty (60) days after receipt of such notice (or such shorter period as Landlord may reasonably require). Tenant shall: (i) ensure that all required data, reports, and documentation are entered, uploaded, or transmitted through the Designated Software in the format and on the schedule required by Landlord or the Compliance Agreement; (ii) maintain user accounts, access credentials, and system integrations as required by Landlord; (iii) provide Landlord and Landlord's designees with administrative or read-only access to all Tenant accounts within the Designated Software, as specified by Landlord; (iv) pay all licensing, subscription, or usage fees associated with the Designated Software, unless Landlord otherwise agrees in writing; and (v) train Tenant's staff as necessary to ensure full and accurate use of the Designated Software. Tenant's failure to implement or maintain the Designated Software, to enter required data on a timely basis, or to provide Landlord with the required access shall constitute a Reporting Item failure subject to the remedies set forth in Sections 4.02(c) and 4.03(c), and persistent non-compliance may be declared an Event of Default under Section 12.01(d) at Landlord's sole discretion.

(h) *Materiality.* Tenant acknowledges and agrees that each of the covenants, obligations, and requirements set forth in this Section 4.01 is a material inducement to Landlord's entering into this Lease and is of the essence of this Lease. Any breach of this Section 4.01 shall be deemed a material breach of this Lease and shall be subject to the remedies set forth in Section 4.02 and Article XII hereof.

SECTION 4.02. Categories of Performance Violations. The performance standards and reporting requirements set forth in Section 4.01 are grouped into three categories based on the severity and nature of any violation: (a) Core Defaults; (b) Covenant Violations; and (c) Reporting Items. Each such violation shall constitute an Event of Default under Article XII of this Lease, subject to the notice and cure provisions (if any) specified in this Article IV.

(a) *Core Defaults.* A "Core Default" is any failure by Tenant to satisfy a performance standard or requirement designated in the Compliance Agreement or elsewhere as a "Core Default," and shall constitute a material breach of this Lease and an immediate Event of Default under Section 12.01(b). Core Defaults are violations that fundamentally jeopardize Tenant's charter status, academic viability, or ability to operate the Premises as intended under this Lease. Examples of Core Defaults include, without limitation, the school being categorized as Level 5 support under the state ESSA plan or receiving a state school report grade of "F" (or any successor standard). Core Defaults are not subject to any cure period, and Landlord shall have the immediate right to exercise any and all remedies set forth in Section 4.03(a) below and Article XII.

(b) *Covenant Violations.* A "**Covenant Violation**" is any failure by Tenant to satisfy a performance standard or requirement designated in the Compliance Agreement or elsewhere as a "Covenant Violation" and shall constitute an Event of Default under Section 12.01(c) subject to the cure and escalation procedures set forth in Section 4.03(b). Covenant Violations are serious performance failures that, while not immediately jeopardizing the charter or Lease, require correction and may be subject to escalating remedies if not timely cured or improved. Examples include, without limitation, falling below enrollment projections by specified thresholds, failing to maintain required days cash on hand, or receiving a "D" grade on the state school report. Covenant Violations are subject to the cure and escalation procedures set forth in Section 4.03(b) below.

(c) *Reporting Items.* A "**Reporting Item**" is any report, documentation, or information that Tenant is required to provide to Landlord under Section 4.01(b) or as designated in the Compliance Agreement or elsewhere as a "Reporting Item". While failure to timely provide Reporting Items shall not, standing alone, constitute a material breach or Event of Default under this Lease, Tenant's persistent failure to provide such items, or any failure to provide such items within ten (10) business days after written notice from Landlord, may be declared an Event of Default under Section 12.01(d) at Landlord's sole discretion. Notwithstanding the foregoing, any underlying performance failure or noncompliance revealed by (or concealed due to the absence of) such reports shall be evaluated and enforced in accordance with subsections (a) or (b) above, as applicable.

SECTION 4.03. Landlord's Remedies for Performance Violations. Upon the occurrence of any violation described in Section 4.02, Landlord shall have the following rights and remedies, which rights and remedies are in addition to any other rights or remedies available under this Lease (including Article XII), at law, or in equity:

(a) *Remedies for Core Defaults.* Upon the occurrence of any Core Default, Landlord may, immediately terminate this Lease, in Landlord's sole discretion, without any obligation to provide Tenant with an opportunity to cure. Landlord may pursue any other remedy available under this Lease, including, without limitation, those set forth in Sections 12.02 and 12.03, acceleration of all rent due under the Lease, recovery of damages, and specific performance.

(b) *Remedies for Covenant Violations.* Upon the occurrence of any Covenant Violation, Landlord shall have the following remedies, which may be exercised in Landlord's sole discretion, individually, sequentially, or concurrently:

(i) Improvement Plan. Landlord may require that Tenant submit a written improvement plan addressing such poor performance within the time period specified in the Compliance Agreement (or by Landlord in its written notice to Tenant, which time period shall be determined by Landlord in its sole discretion based on the severity of the violation and Landlord's level of concern (and if no time period is specified in Landlord's notice, within thirty (30) days after written notice from Landlord). The improvement plan must be in form and substance reasonably satisfactory to Landlord and must include specific, measurable corrective actions and timelines. Landlord's approval of any improvement plan shall not constitute a waiver of Landlord's right to require additional corrective measures or to exercise any other remedy. Tenant's failure to timely submit any required improvement plan, or to diligently and in good faith implement any improvement plan approved by Landlord and, shall constitute a breach of this Lease and shall be an Event of Default under Section 12.01(c) without any additional notice or cure period.

(ii) Non-Reducing Rent Payments. In addition to or in lieu of requiring an improvement plan, Landlord may, in its sole discretion and upon written notice to Tenant, declare that Non-Reducing Rent Payments are in effect for the applicable period, as further described in Section 16.02. During any period of Non-Reducing Rent Payments, all Base Rent paid by Tenant shall not reduce or be credited against the Purchase Price set forth in Article XVI.

(iii) Termination or Transfer. If Tenant's performance does not improve to Landlord's reasonable satisfaction within the timeframe specified in any improvement plan (or within such other timeframe as Landlord may specify in its sole discretion), Landlord may, terminate this Lease. Landlord may also pursue any other remedy available under this Lease (including Article XII), at law, or in equity.

(c) *Remedies for Reporting Failures*. Landlord may declare Tenant's failure to timely provide any Reporting Item to be an Event of Default under Section 12.01(d) if Tenant fails to provide the required report or documentation within ten (10) business days after receiving written notice from Landlord of such failure. Upon such declaration, Landlord may exercise any and all remedies available for an Event of Default under Article XII.

(d) *Cumulative and Non-Exclusive Rights*. Landlord's rights and remedies under this Section 4.03 are cumulative and in addition to any other rights or remedies available to Landlord under this Lease (including, without limitation, those set forth in Article XII), at law, or in equity. The exercise of any one remedy shall not preclude the exercise of any other remedy. Landlord may pursue multiple remedies simultaneously or sequentially in its sole discretion.

(e) *No Waiver*. Landlord's election to require an improvement plan, to impose Non-Reducing Rent Payments, or to exercise any other remedy short of termination shall not waive or limit Landlord's right to thereafter terminate this Lease, pursue any other remedy, or declare any subsequent or continuing violation to be an immediate Event of Default. Landlord's acceptance of rent or failure to immediately exercise any remedy shall not constitute a waiver of any breach or default.

(f) *Surrender Upon Termination*. In the event Landlord terminates this Lease pursuant to this Section 4.03, Article XII, or any other provision of this Lease, Tenant shall immediately vacate and surrender possession of the Premises as provided in Section 6.01, and shall remain liable for all rent, damages, and other amounts due under this Lease.

Article V

TRIPLE NET LEASE; MAINTENANCE, UTILITIES, AND RESTORATION

SECTION 5.01. Modified Net Lease; Division of Maintenance Responsibilities. This Lease is a "modified net" lease with the following division of maintenance responsibilities between Landlord and Tenant:

(a) *Landlord's Maintenance Obligations.* Landlord shall be responsible, at Landlord's sole cost and expense (subject to subsection (d) below regarding inclusion in Purchase Price), for maintenance, repair, and replacement of the following major building components ("**Landlord's Maintenance Items**"): (i) structural components of the building, including foundation, load-bearing walls, structural frame, and building envelope; (ii) the roof, including roof membrane, decking, structural supports, and waterproofing (but excluding routine drainage maintenance and gutter cleaning, which shall be Tenant's responsibility); (iii) exterior walls and building envelope (but excluding interior finishes, which shall be Tenant's responsibility); (iv) major mechanical systems, including the central HVAC systems, boilers, chillers, and main distribution systems; and (v) other major building systems as may be reasonably necessary to maintain the structural integrity and major mechanical functionality of the building. Notwithstanding the foregoing, Tenant shall be responsible for: (A) any damage to Landlord's Maintenance Items caused by Tenant's negligence, misuse, or failure to maintain items under Tenant's responsibility; (B) routine HVAC maintenance and service as provided in subsection (b) below; and (C) any additions, modifications, or upgrades to major systems requested or installed by Tenant. Landlord's obligation to perform any maintenance, repair, or replacement under this subsection (a) shall not arise unless and until: (1) Tenant has provided Landlord with written notice specifically identifying the condition requiring attention and the applicable Landlord Maintenance Item (the "Maintenance Notice"); (2) at least thirty (30) days have elapsed following Landlord's receipt of such Maintenance Notice (or such shorter period as may be reasonably necessary in the event of an emergency posing an imminent threat to life safety or structural integrity, as determined by Landlord in its sole discretion); and (3) Tenant has provided Landlord and Landlord's contractors with reasonable access to the Premises to assess and perform the required work. Landlord shall have no obligation to perform any maintenance, repair, or replacement under this subsection (a) for any condition of which Landlord has not received a proper Maintenance Notice from Tenant, and Tenant's failure to provide timely written notice as required herein may result in Tenant bearing responsibility for any additional damage or costs resulting from such failure to notify, as provided in Section 5.02(e). For the avoidance of doubt, Landlord shall be responsible for replacement of major HVAC systems and core components, while Tenant shall be responsible for routine maintenance, service, and minor repairs.

(b) *Tenant's Maintenance Obligations.* Tenant shall be responsible, at Tenant's sole cost and expense, for maintenance, repair, and replacement of all aspects of the Premises not expressly designated as Landlord's Maintenance Items in subsection (a), including without limitation: (i) HVAC service contracts - Tenant shall maintain a comprehensive preventive maintenance service contract with a qualified HVAC contractor for all HVAC systems serving the Premises, including routine maintenance, filter changes, inspections, and minor repairs, and shall provide Landlord with annual proof of such service contract and maintenance records; (ii) all interior fixtures, equipment, and finishes, including toilets, sinks, faucets, light fixtures, ballasts, bulbs, ceiling tiles, flooring, interior doors, interior paint and finishes, window treatments, and all other interior components; (iii) all additions, improvements, or systems installed by or at the request of Tenant, including without limitation solar panels, generators, security systems beyond base building systems, specialty equipment, and any other tenant improvements; (iv) all damage to any part of the Premises (including Landlord's Maintenance Items) caused by Tenant's negligence, misuse, abuse, vandalism by third parties invited by Tenant, or failure to properly maintain items under Tenant's responsibility; (v) parking areas, driveways, sidewalks, landscaping, irrigation, grounds maintenance, and site improvements; (vi) all plumbing systems and components not part of the main building structure; (vii) all electrical systems and components beyond the main service and distribution panels; (viii) all doors, windows, locks, and hardware; (ix) pest control, janitorial services, and trash removal; (x) all safety and security systems, fire alarms, sprinkler system testing and maintenance, elevator systems (if any), and all monitoring services for such systems; (xi) all signage; and (xii) all other aspects of the Premises not expressly designated as Landlord's Maintenance Items.

(c) *Tenant's Continuing Triple Net Obligations.* Except as modified by subsections (a) and (b) above with respect to physical maintenance of certain building components, Tenant shall remain responsible for all other costs and expenses relating to the Premises on a "triple net" basis, including without limitation: (i) all real estate taxes, personal property taxes, assessments, and governmental charges as provided in Section 2.02; (ii) all insurance premiums for property and liability insurance as provided in Article VII; (iii) all utilities and municipal services as provided in Section 5.03; (iv) all inspections, monitoring services, and compliance costs; and (v) any and all other operating expenses, charges, or costs relating to the ownership, operation, or use of the Premises (other than Landlord's costs to perform Landlord's Maintenance Items as provided in subsection (a)). Tenant's obligation to pay or reimburse all such costs shall be absolute and unconditional, without right of setoff, counterclaim, or deduction, and shall continue throughout the Term.

(d) *Landlord's Maintenance Costs; Inclusion in Purchase Price.* All costs incurred by Landlord in performing Landlord's maintenance, repair, and replacement obligations under subsection (a) shall not be charged to Tenant as Operating Expense Charges or additional sums and reimbursements during the Term. Instead, all such costs incurred by Landlord shall be added to and included in the Purchase Price pursuant to Section 16.03(a) and **Exhibit F** as additional development and improvement costs. Landlord shall maintain records of all such costs and shall include them in any Final Purchase Price Statement or Purchase Price Ledger (as defined in **Exhibit F**, Section IV) update provided to Tenant. Tenant acknowledges and agrees that by this arrangement, Tenant is effectively financing Landlord's maintenance costs through the purchase price mechanism and the rent credit structure, and such costs will be reflected in the final amount due if and when Tenant exercises the purchase option under Article XVI.

SECTION 5.02. Tenant's Maintenance, Repair, and Replacement Obligations.

(a) *General Obligation.* Subject to Landlord's maintenance obligations under Section 5.01(a) and subject to Landlord's warranty obligations under Section 1.04 and **Exhibit B** during the applicable warranty period, Tenant shall, at Tenant's sole cost and expense, maintain, repair, and replace all portions of the Premises for which Tenant is responsible under Section 5.01(b) in good order, condition, and repair. As used in this Lease, "Business Day" means any day other than Saturday, Sunday, or a day on which banks in Oklahoma are authorized or required to be closed. Tenant's obligations hereunder include, without limitation: (i) HVAC service contract - Tenant shall obtain and maintain throughout the Term a comprehensive preventive maintenance service contract with a licensed and qualified HVAC contractor covering all HVAC systems, equipment, and components serving the Premises, which contract shall provide for no less than quarterly inspections and maintenance, filter changes, cleaning, testing, and minor repairs, and Tenant shall provide Landlord with a copy of such service contract annually and proof of all completed maintenance visits; (ii) all interior fixtures and finishes, including all plumbing fixtures (toilets, sinks, faucets, drains), all electrical fixtures (light fixtures, ballasts, bulbs, switches, outlets, interior wiring and panels), ceiling tiles, flooring, carpeting, interior doors and hardware, interior paint and wall coverings, window treatments, and all other interior components; (iii) any and all additions, improvements, systems, or equipment installed by or at the request of Tenant or for Tenant's specific use, including without limitation solar panels, generators, backup power systems, security systems beyond the base building systems provided by Landlord, specialty HVAC or ventilation for specific rooms, tenant improvement work, and any other alterations or additions made by Tenant; (iv) all damage to any part of the Premises or building (including damage to any of Landlord's Maintenance Items under Section 5.01(a)) caused by or resulting from: (A) Tenant's negligence or willful misconduct; (B) misuse or abuse of any building systems or components by Tenant or its employees, agents, contractors, students, or invitees; (C) Tenant's failure to properly maintain items under Tenant's responsibility; (D) vandalism or damage caused by third parties present on the Premises at Tenant's invitation or in connection with Tenant's operations; or (E) any other act or omission of Tenant, its employees, agents, contractors, students, or invitees - for any such damage, Tenant shall be responsible for the full cost of repair or replacement regardless of whether the damaged

item would otherwise be a Landlord Maintenance Item, and Tenant shall promptly reimburse Landlord for any such costs incurred by Landlord within ten (10) days after invoice; (v) parking areas, driveways, sidewalks, and paving, including striping, sealing, and resurfacing; (vi) landscaping, irrigation systems, lawn care, and grounds maintenance; (vii) pest control; (viii) trash removal and janitorial services; (ix) painting, decorating, and cosmetic maintenance of interior and exterior surfaces (other than structural exterior walls); (x) all safety and security systems, including fire alarms, sprinkler systems (testing and maintenance), security alarms, cameras, and access control systems, and all required monitoring services for such systems; (xi) elevator systems, if any; (xii) all signage; and (xiii) all other improvements, systems, and components located on or forming a part of the Premises except as expressly designated as Landlord's Maintenance Items in Section 5.01(a). During any warranty period applicable to Landlord's Work under **Exhibit B**, Tenant shall promptly notify Landlord of any defects or issues covered by such warranty, and Landlord shall be responsible for the correction of such warranty items in accordance with **Exhibit B**. Tenant shall remain responsible for routine maintenance and non-warranty repairs even during the warranty period. Notwithstanding anything to the contrary in this Section 5.02(a) or elsewhere in this Lease, no obligation of Landlord to correct warranty items or otherwise act with respect to any condition identified under this subsection shall arise unless and until: (1) Tenant has provided Landlord with written notice specifically identifying the defect, condition, or warranty item requiring attention, including a description of the item, its location, and the basis for Tenant's belief that the condition is covered by Landlord's warranty obligations under **Exhibit B** (the "**Warranty Notice**"); (2) at least fifteen (15) business days have elapsed following Landlord's receipt of such Warranty Notice (or such shorter period as may be reasonably necessary in the event of an emergency posing an imminent threat to life safety, as determined by Landlord in its sole discretion); and (3) Tenant has provided Landlord and Landlord's contractors with reasonable access to the Premises to inspect and assess the reported condition. Landlord shall have no obligation to correct any warranty item or otherwise respond to any condition under this subsection for which Landlord has not received a proper Warranty Notice from Tenant. Tenant's failure to provide timely written notice as required herein shall constitute a waiver of any warranty claim with respect to the applicable condition and may result in Tenant bearing sole responsibility for any additional damage or costs resulting from such failure to notify, as provided in Section 5.02(e).

(b) *Inspections and Monitoring.* Tenant agrees to complete and pay for all required building and/or system inspections as required by national, state, and local governing agencies having jurisdiction, as further set forth in the Compliance Agreement. No later than October 1st annually, Tenant shall provide to Landlord proof of all required inspections and evidence of transmittal to the governing national and state agencies, together with all other evidence of facility maintenance compliance required by the Compliance Agreement, including copies of all signed maintenance agreements, signed monitoring agreements, and maintenance work-order system records. Tenant shall maintain all required monitoring services for fire alarm systems, elevator systems, security systems, and other building systems requiring monitoring. Tenant shall also participate in one to three annual Premises walk-throughs with Landlord as required by the Compliance Agreement.

(c) *Maintenance Plan and CMMS.* Prior to the Rent Commencement Date (or within thirty (30) days after the Rent Commencement Date if the Rent Commencement Date occurs sooner than anticipated) and on each anniversary date thereafter, Tenant shall provide to Landlord a plan for the maintenance and upkeep of the Premises, such plan to be reasonably approved by Landlord. Upon such approval, Tenant shall comply with the provisions of the plan. Tenant shall implement a mutually agreed upon Computerized Maintenance Management System ("**CMMS**"), such as Dude Solutions or Operations HERO, to schedule and track Tenant's maintenance and inspection activities. Tenant shall provide Landlord electronic access to the CMMS and no later than October 1st annually shall provide proof, via copies of required maintenance and inspection reports, of completed preventative maintenance work as further set forth in the Compliance Agreement. Failure to complete the required maintenance and inspections or to provide the required documentation shall be categorized and treated in accordance with the performance

violation framework set forth in Article IV and as designated in the Compliance Agreement and may constitute an Event of Default per Section 12.01.

(d) *Standard of Performance.* All maintenance, repairs, and replacements shall be performed in a good and workmanlike manner, using materials and equipment of quality equal to or better than the original installations, and in compliance with all applicable laws, codes, regulations, and manufacturer specifications. Tenant shall use only properly licensed and insured contractors for all work requiring specialized licenses or expertise.

(e) *Notification to Landlord.* Tenant shall promptly notify Landlord of any conditions, defects, or maintenance needs that affect or may affect any of Landlord's Maintenance Items under Section 5.01(a), including any issues with the roof, structure, foundation, or major HVAC systems. Tenant's failure to provide timely notice of such conditions may result in Tenant being held responsible for any damage that results from such failure to notify, even if the underlying item is a Landlord Maintenance Item. Tenant shall cooperate with Landlord and provide access to Landlord's contractors as reasonably necessary to allow Landlord to perform Landlord's maintenance obligations.

(f) *Categorization of Maintenance Violations.* Tenant acknowledges and agrees that maintenance, repair, and replacement obligations under this Article V are performance obligations subject to the categorization and remedy framework established in Section 4.02 and Section 4.03, as further designated in the Compliance Agreement.

(g) *Landlord Consent for Major Expenditures.* Notwithstanding any other provision of this Lease, Tenant shall obtain Landlord's prior written consent before undertaking any single maintenance, repair, replacement, improvement, modification, or capital expenditure project (or series of related projects) with an estimated cost exceeding One Hundred Thousand Dollars (\$100,000.00) in the aggregate. Landlord's consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant shall provide Landlord with written notice describing the proposed work, estimated cost, scope, timeline, and contractor information at least thirty (30) days prior to commencing any such work. Any work undertaken without Landlord's required consent shall be deemed unauthorized and shall constitute a breach of this Lease. Tenant shall remain solely responsible for all costs of any such work, whether or not Landlord's consent is obtained, except as may be otherwise expressly provided in Section 5.01(d) with respect to Landlord's Maintenance Items. Landlord may condition its consent upon Tenant's agreement to remove the modification, alteration, or improvement and restore the Premises to its prior condition at the expiration or earlier termination of this Lease, at Tenant's sole cost and expense. If Landlord so conditions its consent, Tenant's obligation to remove and restore shall survive the termination of this Lease and shall be enforceable as provided in Section 6.01.

SECTION 5.03. Landlord's Inspection Rights and Remedies.

(a) *Inspection Rights.* Landlord and Landlord's agents may inspect or examine the Premises at any reasonable time upon reasonable prior notice (except in emergencies, when no notice shall be required) to: (i) determine Tenant's compliance with the approved maintenance plan and Tenant's obligations under Section 5.02; (ii) inspect for any maintenance items affecting Landlord's Maintenance Items under Section 5.01(a); (iii) perform Landlord's maintenance obligations under Section 5.01(a); and (iv) inspect for any other purpose permitted under this Lease.

(b) *Tenant Maintenance Defaults.* In the event Landlord reasonably determines that Tenant has failed to perform any maintenance, repair, or replacement required under Section 5.02, Landlord may provide written notice to Tenant specifying the deficiency. Unless such deficiency constitutes a Core Default under Section 4.02(a) (in which case no cure period shall apply), if Tenant does not commence to

cure such deficiency within thirty (30) days from the receipt of such notice (or such shorter period as may be required in the event of an emergency), then Landlord may, at its option, make such repairs and charge Tenant the cost thereof plus ten percent (10%) for management and oversight expenses, which amount shall be due and payable within ten (10) days after invoice. Landlord's right to perform such work and charge Tenant shall not waive any other rights or remedies Landlord may have under this Lease, including the right to declare an Event of Default under Section 12.01 and Article IV, and pursue remedies under Article XII and Section 4.03.

(c) *Tenant-Caused Damage to Landlord Maintenance Items.* If Landlord incurs costs to repair or replace any Landlord Maintenance Items under Section 5.01(a) as a result of damage caused by Tenant as described in Section 5.02(a)(iv), Landlord may invoice Tenant for the full cost of such repair or replacement plus management and oversight expenses. Such invoice shall be due and payable within ten (10) days after receipt. If Tenant disputes that it caused the damage, Tenant must provide written notice of the dispute within ten (10) days after receiving the invoice, together with a detailed explanation and any supporting evidence. If Tenant does not timely dispute the invoice, Tenant shall be deemed to have accepted responsibility for the damage.

SECTION 5.04. Utilities. Tenant shall be solely responsible for the payment of all utility and municipal services, including gas, water, electricity, telephone service, internet service, cable service, waste disposal, recycling, and municipal sanitary sewers. Tenant shall have utilities transferred to Tenant's name, and at Tenant's expense, shall pay for any connection fees or deposits charged by any utility and shall pay all customary utility charges for utility services to the Premises, including sanitary sewer service if separately metered or separately billed on the basis of Tenant's water consumption. Landlord shall not be liable for any interruption or failure in the supply of utilities to the Premises. In the event any utilities are in Landlord's name, Tenant agrees to promptly pay the same directly to the utility provider upon presentation of the invoice by Landlord or promptly reimburse Landlord for any payments made by Landlord on Tenant's behalf.

SECTION 5.05. Casualty Restoration. Notwithstanding the modified net structure of this Lease and the division of maintenance responsibilities under Sections 5.01 and 5.02, in the event of damage or destruction to the Premises by fire, casualty, or other insured peril, the restoration and repair of the Premises shall be governed by Article X of this Lease. As provided in Article X, Landlord (not Tenant) shall be responsible for restoration of the Premises using the insurance proceeds received under the property insurance policy maintained pursuant to Section 7.02, subject to the termination rights set forth in Article X.

Article VI EXPIRATION AND SURRENDER

SECTION 6.01. Surrender Upon Termination.

(a) *Condition of Premises.* Upon the termination of this Lease for any reason, Tenant covenants and agrees to deliver up and surrender to Landlord the possession of the Premises in as good condition and repair as the same shall be at the Commencement Date of this Lease (as may be improved during the Term), except for damage caused by fire or other casualty (provided the Lease was not terminated pursuant to Article X), except for causes not within the control of Tenant, and except for ordinary wear and tear.

(b) *Removal of Property.* Tenant shall remove all of its trade fixtures, movable furniture, equipment, inventory, and personal property from the Premises prior to surrender. Any alterations, additions, or improvements to the Premises shall remain and become the property of Landlord upon termination, except as otherwise expressly permitted to be removed pursuant to Section 3.02 or as otherwise

agreed in writing by Landlord. Tenant shall repair any damage to the Premises caused by the removal of any property, fixtures, or improvements.

(c) *Final Cleaning and Restoration.* Tenant shall, at Tenant's expense, leave the Premises in a clean and sanitary condition, remove all trash and debris, and repair any damage beyond ordinary wear and tear. All HVAC, plumbing, electrical, security, and other building systems shall be left in good working order.

(d) *Return of Keys and Access Devices.* Upon surrender, Tenant shall deliver to Landlord all keys, access cards, security codes, and other access devices to the Premises, and shall provide Landlord with any passwords or codes necessary to operate building systems, security systems, or other equipment remaining at the Premises.

(e) *Final Inspection.* Landlord may conduct a final walk-through inspection of the Premises with Tenant prior to the end of the Term (or as soon as practicable after an earlier termination). If Landlord elects to conduct such inspection and provides Tenant with a written list of any deficiencies, Tenant shall have the opportunity to cure such deficiencies prior to final surrender, or Landlord may, at its option, cure such deficiencies and charge Tenant the cost thereof plus ten percent (10%) for oversight and management.

(f) *Survival of Obligations.* Tenant's obligations under this Lease that by their nature would survive the termination or expiration of this Lease shall so survive, including without limitation: (i) the obligation to pay rent and other monetary amounts accrued prior to termination; (ii) all indemnification obligations under Article VII and elsewhere in this Lease; (iii) obligations with respect to the condition and surrender of the Premises under this Section 6.01; (iv) confidentiality obligations; and (v) any other obligations expressly stated to survive or which by their nature are intended to survive termination.

SECTION 6.02. Holdover.

(a) *Holdover Tenancy and Rent.* If Tenant shall remain in possession of all or any part of the Premises after the expiration of the Term of this Lease without executing a new lease or extension agreement, such holdover shall create a quarter-to-quarter tenancy only, governed by all of the other terms and provisions of this Lease. During any holdover period, Tenant shall pay quarterly Base Rent equal to two hundred percent (200%) of the quarterly Base Rent payable during the last quarter of the Term. Such holdover rent shall be due and payable in advance on the first day of each quarter of the holdover period.

(b) *Non-Reducing Rent Payments.* Any rent paid during a holdover period shall constitute Non-Reducing Rent Payments (as defined in Section 16.03(d)).

(c) *No Waiver of Landlord's Rights.* No acceptance of rent or other action by Landlord during any holdover period shall be construed as Landlord's consent to Tenant's continued occupancy or as a waiver of Landlord's right to recover possession of the Premises or to recover damages. Tenant shall indemnify and hold Landlord harmless from any and all claims, losses, or damages (including claims by a prospective new tenant) resulting from Tenant's failure to timely surrender the Premises.

(d) *Advance Notice of Intent to Vacate or Extend.* Tenant shall provide Landlord with written notice of Tenant's intent to vacate the Premises or to exercise any option to extend the Term (if applicable) no later than one hundred eighty (180) days prior to the expiration of the then-current Term. Failure to provide such notice shall not constitute a waiver of Tenant's right to vacate or extend, but Landlord may rely on such notice (or the absence thereof) for planning purposes.

SECTION 6.03. Final Reconciliation.

(a) *Final Accounting.* Within sixty (60) days following the termination or expiration of this Lease, Landlord may (but shall have no obligation to) provide Tenant with a final accounting and reconciliation of: (i) Base Rent and any prorated amounts for partial quarters; (ii) Operating Expense Charges, including any year-end true-up for the final Lease year; (iii) utility charges, if paid by Landlord and reimbursable by Tenant; (iv) property taxes reimbursable by Tenant under Section 2.02; (v) any costs incurred by Landlord to cure deficiencies in the condition of the Premises or to repair damage caused by Tenant; and (vi) any other amounts due from Tenant to Landlord or vice versa.

(b) *Payment of Final Amounts.* Any amounts owed by Tenant to Landlord as reflected in the final accounting shall be paid within thirty (30) days after receipt of Landlord's invoice, together with supporting documentation. Any amounts owed by Landlord to Tenant shall be paid within thirty (30) days after delivery of the final accounting.

(c) *Disputes.* If Tenant disputes any item in the final accounting, Tenant shall notify Landlord in writing within thirty (30) days after receipt, specifying the basis for the dispute. The parties shall work in good faith to resolve any such dispute. Tenant's obligation to pay undisputed amounts shall not be deferred pending resolution of disputed items.

Article VII
INSURANCE AND INDEMNITY

SECTION 7.01. Liability Insurance.

(a) *Coverage Requirements.* Tenant shall, at Tenant's sole expense and during the entire Term hereof and any holdover period, keep in full force and effect a policy or policies of Commercial General Liability insurance with respect to the Premises and Tenant's operations thereon, in form and substance satisfactory to Landlord, in which the limits of liability shall be not less than U.S. \$5,000,000 per occurrence and \$5,000,000 general aggregate (which coverage may be provided through a combination of primary and umbrella/excess liability policies). Such insurance shall cover premises and operations liability, products and completed operations liability, contractual liability (covering Tenant's indemnity obligations under this Lease), personal and advertising injury liability, and independent contractors liability. The policy or policies shall be written on an occurrence basis (not claims-made) and shall have a deductible or self-insured retention not to exceed \$25,000 per occurrence without Landlord's prior written consent.

(b) *Additional Insured and Primary Coverage.* Landlord, its members, managers, officers, directors, employees, agents, and lenders (and such other parties as Landlord may designate from time to time) shall be named as additional insureds on all such policies using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent or better, or such other endorsement form as may be acceptable to Landlord in its reasonable discretion. The insurance required hereunder shall be primary and non-contributory with respect to any insurance or self-insurance programs maintained by Landlord, and any insurance maintained by Landlord shall be excess of and shall not contribute with Tenant's insurance. The policy or policies shall contain a waiver of subrogation in favor of Landlord and all additional insureds.

(c) *Insurer Requirements and Cancellation Notice.* The insurance shall be carried with an insurance company or companies licensed and qualified to transact business in the State of Oklahoma and reasonably satisfactory to Landlord, with a rating of A-, VII or better (or A-, Financial Size Category VII or better) in the current Best's Insurance Reports (Key Rating Guide), published by A.M. Best Company, or such higher rating as Landlord may reasonably require. The policy or policies shall contain a clause that the insurer will not cancel, materially change, or fail to renew the insurance without first giving Landlord

and any lender designated by Landlord at least thirty (30) days' prior written notice (ten (10) days for nonpayment of premium).

(d) *Proof of Insurance.* Prior to Tenant's commencement of business in the Premises, and thereafter at least fifteen (15) days prior to the expiration of each policy term, Tenant shall deliver to Landlord: (i) a certificate of insurance in form satisfactory to Landlord (ACORD 25 or equivalent) evidencing all required coverages, limits, additional insured status, primary and non-contributory language, and waiver of subrogation; (ii) a copy of the additional insured endorsement(s); and (iii) if requested by Landlord, a certified copy of the full insurance policy or policies. Tenant shall provide updated certificates, endorsements, and policies (if previously required) to Landlord upon any renewal, replacement, or material change in coverage. Failure to provide timely proof of insurance shall be subject to the remedies set forth in subsection (i) below.

(e) *No Limitation on Liability.* Tenant's maintenance of insurance as required by this Section 7.01 shall not be construed to limit Tenant's liability or obligations under this Lease, including without limitation Tenant's indemnification obligations under Section 7.04. If the minimum limits specified above are not sufficient to fully protect Landlord, Tenant shall be responsible for any deficiency.

(f) *Workers' Compensation Insurance.* Tenant shall, at Tenant's sole expense and during the entire Term hereof and any holdover period, maintain Workers' Compensation insurance as required by the laws of the State of Oklahoma, covering all of Tenant's employees working on or about the Premises, with limits not less than the statutory limits required by Oklahoma law. Such policy shall include Employers' Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. The policy shall contain a waiver of subrogation in favor of Landlord and shall be issued by an insurance company licensed and qualified to transact business in the State of Oklahoma with a rating of A-, VII or better in the current A.M. Best Rating Guide. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage prior to the Rent Commencement Date and thereafter in accordance with subsection (d) above. Failure to maintain or provide proof of workers' compensation insurance as required herein shall be subject to the remedies set forth in subsection (i) below.

(g) *Automotive Liability Insurance.* Tenant shall, at Tenant's sole expense and during the entire Term hereof and any holdover period, maintain Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles used in connection with the Premises or Tenant's operations, with combined single limits of not less than \$1,000,000 per accident for bodily injury and property damage. The policy shall name Landlord, its members, managers, officers, directors, employees, agents, and lenders as additional insureds. The policy shall be primary and non-contributory with respect to any insurance maintained by Landlord and shall contain a waiver of subrogation in favor of Landlord and all additional insureds. The policy shall be issued by an insurance company licensed and qualified to transact business in the State of Oklahoma with a rating of A-, VII or better in the current A.M. Best Rating Guide. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage prior to the Rent Commencement Date and thereafter in accordance with subsection (d) above. Failure to maintain or provide proof of automotive liability insurance as required herein shall be subject to the remedies set forth in subsection (i) below.

(h) *Categorization of Insurance Obligations as Performance Standards.* Tenant's obligations to maintain all insurance required under this Section 7.01, provide Landlord with timely proof of such insurance, and timely reimburse Landlord for property insurance premiums under Section 7.02(c) are subject to the performance violation framework established in Article IV. Failure to maintain required

insurance, provide proof of insurance, or reimburse insurance premiums shall be categorized in accordance with Section 4.02 and subject to the remedies set forth in Section 4.03.

(i) *Remedies for Failure to Maintain or Provide Proof of Insurance.* The following remedies shall apply to any failure by Tenant to maintain any insurance required under this Section 7.01 or Section 7.02, or to provide timely proof of such insurance as required:

(i) Performance Violation and Event of Default. Such failure shall constitute a material breach and Event of Default under this Lease, subject to categorization and remedies under Section 4.02 and Section 4.03.

(ii) Landlord's Right to Procure. In the event that Tenant fails to provide evidence of insurance required under this Article VII, or if any such insurance lapses or is cancelled, and if Tenant has not cured such failure within five (5) business days following written notice from Landlord (or immediately if no insurance is in effect), Landlord shall be authorized (but not required) to procure such coverage in commercially reasonable amounts. All costs thereof (including any broker fees or administrative costs) shall be immediately due and payable by Tenant as additional sums and reimbursements, plus an administrative fee equal to fifteen percent (15%) of the premium cost.

(iii) No Waiver. Landlord's right to procure insurance on Tenant's behalf shall not waive any other rights or remedies Landlord may have under this Lease, including the right to declare an Event of Default in accordance with Section 4.02, Section 4.03, Article IV, and Section 12.01, and pursue all remedies under Article XII and Section 4.03.

(iv) Interest on Unpaid Amounts. Any unpaid insurance costs or reimbursements shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate permitted by law, if less) from the due date until paid.

SECTION 7.02. Property Insurance.

(a) *Landlord's Property Insurance.* Landlord may, at Landlord's expense but subject to full reimbursement by Tenant as provided below, obtain and maintain special form ("all risk") property insurance covering the Premises and all improvements forming a part thereof, for and during the entire Lease Term, upon a basis as determined by Landlord in its reasonable discretion, with a responsible insurance company qualified to transact insurance business in the State of Oklahoma. Landlord shall have sole discretion to select the insurance carrier, coverage amounts (provided the minimum replacement value requirement is met), policy terms, deductibles, and all other aspects of such insurance. The policy shall name Landlord as the named insured and loss payee and may name Tenant as an additional insured as Tenant's leasehold interest may appear, in Landlord's discretion. The policy shall contain a clause that the insurer will not cancel or materially change such policy without first giving Landlord at least thirty (30) days' prior written notice (ten (10) days for nonpayment of premium).

(b) *Control of Proceeds.* Landlord shall be the sole loss payee under the property insurance policy and shall receive and control all insurance proceeds related to the building and improvements. Tenant shall have no right to receive, control, or direct the application of any such insurance proceeds, except as expressly provided in Article X with respect to casualty restoration.

(c) *Tenant Reimbursement of Premiums.* Tenant shall reimburse Landlord for the direct cost of all property insurance premiums paid by Landlord with respect to the Premises through the Operating Expense Charges. Such reimbursement shall be at Landlord's actual, direct cost with no administrative markup or overhead charged by Landlord. Landlord may invoice Tenant for such premiums on a monthly

estimated basis (with annual reconciliation) or may invoice the full annual premium amount upon renewal, at Landlord's option. Tenant's obligation to reimburse Landlord for property insurance premiums is absolute and unconditional, and Tenant shall have no right to object to the carrier selected, the coverage amounts (provided the minimum requirements are met), the policy terms, or the premium cost, except that Tenant may request that Landlord obtain quotes from alternative carriers if Tenant believes the premium is commercially unreasonable, and Landlord shall consider such request in good faith but shall have no obligation to change carriers.

(d) *Tenant's Personal Property Insurance.* Tenant shall be solely responsible, at Tenant's own expense, for obtaining and maintaining property insurance covering Tenant's personal property, furniture, fixtures, equipment, inventory, trade fixtures, improvements made by Tenant, and all other contents located on or about the Premises ("**Tenant's Personal Property**"). Such insurance shall be in an amount equal to the full replacement value of Tenant's Personal Property and shall be maintained with a carrier licensed to do business in Oklahoma with a rating of A-, VII or better in the current A.M. Best Rating Guide. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage prior to the Rent Commencement Date and annually thereafter at least fifteen (15) days prior to each policy expiration. Landlord shall have no obligation to insure, and expressly disclaims any obligation to insure, any of Tenant's Personal Property.

(e) *Default for Failure to Reimburse or Provide Proof.* Tenant's failure to timely reimburse Landlord for property insurance premiums as invoiced, or Tenant's failure to maintain or provide proof of insurance covering Tenant's Personal Property as required herein, shall constitute a material breach and Event of Default under this Lease. In the event Tenant fails to reimburse Landlord for any property insurance premium invoice within ten (10) days after the due date, such unpaid amount shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate permitted by law, if less) from the due date until paid, and Landlord may exercise any and all remedies available under Article XII. In the event Tenant fails to maintain or provide proof of insurance covering Tenant's Personal Property, Landlord may (but shall not be obligated to) procure such insurance on Tenant's behalf, and all costs thereof (including premiums and any broker or administrative fees) shall be immediately due and payable by Tenant as additional sums and reimbursements, plus an administrative fee equal to fifteen percent (15%) of the premium cost.

(f) *No Obligation to Maintain Coverage if Tenant Defaults.* Notwithstanding subsection (a) above, in the event Tenant is in default under this Lease beyond any applicable cure period, or, if applicable, in the event Tenant fails to reimburse Landlord for property insurance premiums for more than thirty (30) days after invoice, Landlord may (but shall not be obligated to) elect to discontinue maintaining property insurance on the Premises or require Tenant to directly carry such property insurance until such default is cured or such reimbursement is received. Tenant acknowledges and agrees that Landlord's election to discontinue insurance in such circumstances shall not constitute a breach of this Lease or relieve Tenant of any of its obligations hereunder, and Tenant shall bear all risk of loss or damage to the Premises during any period when insurance is not maintained due to Tenant's default or failure to reimburse. Upon cure of the default or receipt of the overdue reimbursement, Landlord shall use commercially reasonable efforts to reinstate the property insurance.

(g) *Annual Documentation.* Landlord may, within thirty (30) days after the renewal or placement of property insurance each year, provide Tenant with a certificate of insurance or other documentation evidencing the property insurance maintained by Landlord, the annual premium amount, and the carrier information. Upon Tenant's reasonable request (not more than once per policy year), Landlord shall provide Tenant with a copy of the declarations page or other summary of coverage, but Landlord shall have no obligation to provide the full insurance policy unless required by Tenant's lender in connection with Tenant's financing.

SECTION 7.04. Indemnification of Landlord. Tenant will indemnify, defend, and hold harmless Landlord, its members, managers, officers, directors, employees, agents, lenders, and assigns from and against any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees and costs of defense) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees, invitees or concessionaires. Tenant shall, upon Landlord's request, defend any such claim or action with counsel reasonably satisfactory to Landlord. In case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred by Landlord in connection with such litigation. Tenant shall promptly notify Landlord of any incident, claim, or lawsuit that could give rise to a claim under this indemnification. LANDLORD SHALL NOT BE LIABLE TO TENANT OR TO TENANT'S EMPLOYEES, AGENTS, OR VISITORS, OR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF TENANT, ITS EMPLOYEES, SUBTENANTS, LICENSEES OR CONCESSIONAIRES, OR OF ANY OTHER PERSON ENTERING THE PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT, OR ARISING OUT OF THE USE OF THE PREMISES BY TENANT AND THE CONDUCT OF ITS BUSINESS AND ACTIVITIES THEREIN, OR ARISING OUT OF ANY BREACH OR DEFAULT BY TENANT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS LEASE; AND TENANT HEREBY AGREES TO INDEMNIFY LANDLORD AND HOLD LANDLORD HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE OR INJURY. THE INDEMNITY CONTAINED IN THIS SECTION (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER WORKERS' COMPENSATION OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD, BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

SECTION 7.05. Notice of Incidents.

(a) *Immediate Notice.* Tenant shall give Landlord immediate oral notification by phone, followed by written notice within two (2) business days, in case of: (i) fire, casualty, or other damage to the Premises; (ii) any personal injury requiring medical treatment or any fatality occurring at the Premises; (iii) any structural damage or defects in the roof, foundation, or building systems; (iv) any release or spill of Hazardous Materials; (v) any governmental notice, citation, or violation affecting the Premises; or (vi) any loss of certificate of occupancy or closure/evacuation order.

(b) *Prompt Notice.* Tenant shall give Landlord written notice within five (5) business days of: (i) any other defects in fixtures or equipment located at the Premises; (ii) any property damage with an estimated repair cost exceeding \$2,500; (iii) any claim, lawsuit, or legal proceeding relating to the Premises; or (iv) any incident that could reasonably give rise to a material claim against Landlord or Tenant with respect to the Premises.

(c) *Content and Insurance.* Each notice shall include a description of the incident, the date and location, the extent of any damage or injury, estimated repair costs (if applicable), and confirmation that Tenant has notified (or will promptly notify) its insurance carrier as required by the applicable policy. Tenant shall provide Landlord with copies of any incident reports, governmental notices, or correspondence with insurers upon request.

(d) *Failure to Notify.* Tenant's failure to provide timely notice as required by this Section 7.05 shall constitute a breach of this Lease and may constitute an Event of Default under Section 12.01(f) if such failure continues for more than five (5) business days after Tenant knew or should have known of the event, or if the failure to notify results in material prejudice to Landlord (including loss of insurance coverage or inability to mitigate damages). Tenant's failure to notify does not relieve Tenant of any of its obligations under this Lease, including its indemnification obligations under Section 7.04.

Article VIII

ESTOPPEL STATEMENT, ASSIGNMENT, AND SUBLETTING

SECTION 8.01. Estoppel Certificate. Within ten (10) days after request therefor by Landlord, or in the event of a sale, assignment, or hypothecation of the Premises by Landlord, an estoppel certificate shall be required from Tenant. Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect, that there are no defenses or offsets thereto, and such other matters as Landlord may reasonably request.

SECTION 8.02. Attornment. In the event any proceedings are brought for the foreclosure of any mortgage, or in the event of exercise of the power of sale under any mortgage is made by any lender of Landlord, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

SECTION 8.03. Subordination. Upon request of Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Premises, provided that the mortgagee shall not disturb Tenant's possession if the obligations of Tenant under this Lease are being performed.

SECTION 8.04. Assignment and Subletting. Tenant shall have no right to assign or sublet all or any portion of this Lease or the Premises without Landlord's prior written consent, it being understood that, among other reasons, any change of use of the Premises shall be a reason for withholding consent. Any modification, amendment, or waiver in connection with any sublease or assignment shall be subject to Landlord's prior written approval and consent. Tenant will furnish Landlord with a copy of any sublease, assignment, or amendment thereto of the Premises including insurance and other requirements.

Article IX

WASTE AND GOVERNMENTAL REGULATIONS

SECTION 9.01. Waste or Nuisance. Tenant shall not commit or suffer to be committed any waste upon the Premises.

SECTION 9.02. Governmental Regulations. Tenant shall comply with all of the requirements of all county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, including compliance with the Americans with Disabilities Act.

SECTION 9.03. Hazardous Materials. After the Rent Commencement Date of this Lease and during the Term of this Lease: Tenant shall be solely responsible for and shall indemnify and hold harmless Landlord its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability arising out of or attributable to the use, generation, storage, release, discharge, disposal, or presence of Hazardous Materials on or about the Premises (but only to the extent caused by Tenant or its employees, agents, contractors, or sub-contractors or by third persons at any time occupying or present

on the Premises under rights granted by Tenant), including without limitations: (a) All foreseeable consequential damages; (b) The cost of any required or necessary repair, cleanup or detoxification of the Premises, including the soil and ground water thereof, and the preparation and implication of any closure, remedial or any other required plans; (c) Damages to any natural resources; (d) All reasonable costs and expenses incurred by Landlord in connection with (a), (b) and (c), including but not limited to reasonable attorneys' and consultants' fees. For purposes hereof, "**Hazardous Materials**" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulations, or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material, now or any time hereinafter in effect.

Article X

DESTRUCTION OF PREMISES

SECTION 10.01. Damage or Destruction. If the Premises shall be damaged or destroyed in whole or in part by fire, casualty, or other insured peril during the Term, the following provisions shall apply:

(a) *Notice and Assessment.* Tenant shall immediately notify Landlord of any damage or destruction as required by Section 7.05. Within thirty (30) days after the date of such casualty, Landlord may (but shall have no obligation to) obtain a written estimate from a qualified contractor or insurance adjuster as to: (i) the extent of the damage; (ii) the estimated cost to repair and restore the Premises to substantially the same condition as existed immediately prior to the casualty; and (iii) the estimated time required to complete such restoration. Landlord's failure to obtain or provide such estimate shall not limit or waive any of Landlord's rights under this Article X.

(b) *Insurance Proceeds and Control.* As provided in Section 7.02(b), Landlord is the sole loss payee under the property insurance policy and shall receive and control all insurance proceeds related to the building and improvements. Tenant shall have no right to receive, control, or direct the application of such insurance proceeds, except as expressly provided in this Article X. Tenant shall cooperate fully with Landlord and the insurance carrier in the adjustment and settlement of any casualty claim, including providing access to the Premises for inspection and providing documentation as reasonably requested.

(c) *Landlord's Sole Discretion to Restore or Terminate.* Notwithstanding any other provision of this Lease, upon the occurrence of any casualty to the Premises (whether partial or total, minor or substantial), Landlord shall have the absolute and sole right, exercisable in Landlord's sole and absolute discretion, to elect either (i) to restore the Premises using the available insurance proceeds as provided in subsection (d) below, or (ii) to terminate this Lease and retain all insurance proceeds. Landlord may exercise this termination right by providing written notice to Tenant at any time within sixty (60) days after the date of the casualty (or, if later, within sixty (60) days after Landlord becomes aware of the full extent of the damage). Landlord shall have no obligation to justify, explain, or provide any reason for its decision to terminate, and may elect to terminate for any reason or for no reason, including without limitation based on: the extent of damage; estimated restoration costs and timeline; availability of insurance proceeds; Tenant's performance history; the remaining Term; market conditions; Landlord's strategic objectives; or any other factor Landlord deems relevant in its sole discretion. If Landlord timely elects to terminate, this Lease shall terminate as of the date specified in Landlord's notice (which may be the date of the casualty or any later date), rent shall be apportioned and adjusted as of such termination date, all insurance proceeds shall be retained by Landlord, Tenant's purchase option under Article XVI shall immediately terminate and be of no further force or effect, and neither party shall have any further obligation to the other under this

Lease except for obligations that expressly survive termination. Tenant shall have no right to elect termination of this Lease due to any casualty and shall have no right to compel Landlord to restore.

(d) *Landlord's Conditional Obligation to Restore Using Insurance Proceeds.* If, and only if, Landlord does not elect to terminate this Lease pursuant to subsection (c) within the time period specified therein, then Landlord may, in its sole discretion, elect to restore the Premises, but only if all of the following conditions are satisfied: (i) the Premises are not rendered wholly untenantable; (ii) the estimated cost of restoration does not exceed the available insurance proceeds (after deduction of deductible and any amounts Landlord reasonably deems necessary to reserve for project management, oversight, contingencies, and Landlord's costs and expenses); (iii) the estimated restoration period does not exceed one hundred twenty (120) days; (iv) Tenant is not in default under this Lease; (v) Tenant has been in compliance with all performance standards and reporting requirements under Article IV and the Compliance Agreement for at least the preceding twelve (12) months; and (vi) Landlord determines, in its sole discretion, that restoration is in Landlord's best interest. If any of the foregoing conditions is not satisfied, Landlord shall have no obligation to restore and may elect to terminate this Lease at any time by providing written notice to Tenant, in which case all insurance proceeds shall be retained by Landlord. If Landlord elects to restore, Landlord shall use the available insurance proceeds (after deduction of deductible and Landlord's reasonable reserves as described above) to restore the Premises. Landlord's obligation to restore shall be limited to: (A) the building shell, structure, and base building systems only (and shall not include Tenant's Personal Property, trade fixtures, or any alterations or improvements made by Tenant, which shall be Tenant's sole responsibility to restore at Tenant's expense); (B) restoration using the available insurance proceeds, with no obligation on Landlord's part to contribute any additional funds beyond the insurance proceeds; and (C) restoration to a condition that is substantially similar (but not necessarily identical) to the condition immediately prior to the casualty, as determined by Landlord in its reasonable discretion.

(e) *Landlord's Right to Terminate During Restoration for Insufficient Proceeds.* Even if Landlord initially elects to restore the Premises pursuant to subsection (d), Landlord shall retain the absolute right to terminate this Lease at any time during the restoration process if Landlord determines in its sole discretion that the insurance proceeds are insufficient or are likely to be insufficient to fully restore the Premises. Without limiting the foregoing, Landlord may also terminate at any time during restoration, without liability to Tenant, upon written notice to Tenant, if Landlord determines in its sole discretion that: (i) restoration is taking longer than anticipated or is not economically feasible; (ii) restoration costs are exceeding or are likely to exceed the available insurance proceeds; (iii) unforeseen conditions, code requirements, or other issues have arisen that make restoration impractical or that would require Landlord to contribute funds beyond the insurance proceeds; (iv) Tenant has committed any default or breach under this Lease; (v) Tenant's financial condition, enrollment, academic performance, or operational status has materially deteriorated; or (vi) for any other reason or for no reason, in Landlord's sole and absolute discretion. Upon any such termination, Landlord shall retain all insurance proceeds (including any amounts not yet applied to restoration work), Tenant's purchase option under Article XVI shall immediately terminate, and neither party shall have further obligations except those that survive termination. Landlord shall have no obligation to refund or credit Tenant for any portion of insurance proceeds applied to partial restoration work prior to termination, and Tenant shall have no claim for damages, reimbursement, or compensation of any kind.

(f) *No Obligation to Complete Restoration; No Obligation to Contribute Funds.* Landlord's election to commence restoration (if any) shall not constitute a guaranty or commitment that restoration will be completed. Landlord shall have no obligation to contribute any funds beyond the available insurance proceeds to complete restoration. If at any time Landlord determines in its sole discretion that the insurance proceeds are insufficient to fully restore the Premises, or that the projected final cost of restoration will exceed the available insurance proceeds, or that additional circumstances make restoration undesirable,

Landlord may, in its sole discretion, either (i) elect to contribute additional funds necessary to complete the restoration (but Landlord shall have no obligation whatsoever to do so), or (ii) immediately terminate this Lease upon written notice to Tenant, in which case Landlord shall retain all insurance proceeds (including amounts already spent on restoration), Tenant's purchase option under Article XVI shall immediately terminate and be of no further force or effect, and neither party shall have further obligations except those that survive termination. If Landlord elects to proceed with restoration (whether pursuant to subsection (d) or otherwise), Landlord shall proceed subject to delays caused by force majeure, insurance adjustments, governmental approvals, and any other events or circumstances beyond Landlord's control or that Landlord deems to cause delay, and Tenant shall have no right to terminate or claim damages due to any such delay except as expressly provided in subsection (j) below.

(g) *Rent Abatement Limited.* If the Premises are rendered wholly or partially untenantable due to a casualty covered by this Article X, and if this Lease is not terminated, and if Landlord elects to restore, then Base Rent shall be abated proportionately based on the portion of the Premises rendered untenantable and not reasonably usable by Tenant, for the period commencing on the date of the casualty and ending on the earlier of (i) the date Landlord notifies Tenant that restoration is substantially complete and the Premises are available for re-occupancy, or (ii) the date Tenant actually recommences any business operations in any portion of the Premises. Notwithstanding the foregoing, Tenant's obligation to pay all Operating Expense Charges (including property insurance premiums, taxes, and other charges under Section 2.01(e) and Section 2.02) shall continue without abatement during any casualty or restoration period. Tenant shall have no claim against Landlord for any loss of use, business interruption, or consequential damages resulting from any casualty or the restoration process. Tenant is encouraged to maintain business interruption insurance at Tenant's own expense. Landlord's provision of any rent abatement shall not limit or waive Landlord's right to terminate this Lease at any time pursuant to subsections (c), (e), or (f).

(h) *Tenant's Obligations During Restoration.* During any restoration period, Tenant shall: (i) continue to maintain all insurance required under Article VII; (ii) continue to pay all Operating Expense Charges without abatement; (iii) cooperate with Landlord and Landlord's contractors to facilitate restoration; (iv) not interfere with restoration work; (v) maintain security of the Premises and Tenant's Personal Property; (vi) restore any of Tenant's Personal Property, alterations, or improvements at Tenant's sole expense; and (vii) perform all other obligations under this Lease. Tenant's failure to perform any of the foregoing obligations shall constitute an Event of Default and shall entitle Landlord to immediately terminate this Lease pursuant to Article XII in addition to all other remedies.

(i) *Uninsured Casualties and Tenant Fault.* Notwithstanding the foregoing, if the casualty is not covered by the property insurance maintained pursuant to Section 7.02 (whether due to policy exclusions, Tenant's failure to reimburse premiums resulting in lapse of coverage pursuant to Section 7.02(f), Tenant's failure to maintain required insurance, or any other reason), or if the casualty is caused in whole or in part by the negligence, willful misconduct, or breach of this Lease by Tenant, its agents, employees, contractors, students, or invitees, then: (i) Landlord shall have the absolute right to terminate this Lease immediately upon written notice to Tenant without any obligation to restore, and Tenant's purchase option under Article XVI shall immediately terminate; (ii) if Landlord elects to restore, Tenant shall reimburse Landlord for the full cost of restoration (including all hard costs, soft costs, and an overhead and management fee) within thirty (30) days after invoice, and all such amounts shall bear interest at ten percent (10%) per annum if not timely paid; (iii) there shall be no abatement of rent or other charges; and (iv) Tenant shall remain liable for all of its obligations under this Lease and shall indemnify Landlord for all losses, costs, expenses, diminution in value, and damages of any kind related to such casualty pursuant to Section 7.04, including Landlord's lost rent, lost opportunity costs, and consequential damages.

(j) *No Tenant Termination Rights.* Tenant shall have no right to terminate this Lease due to any casualty, any delay in restoration, or Landlord's election not to restore, except that if (i) Landlord has

elected to restore pursuant to subsection (d), and (ii) Landlord has not substantially completed restoration within eighteen (18) months after the casualty (excluding delays caused by force majeure, Tenant's interference, governmental actions, or any other events beyond Landlord's control), and (iii) the Premises remain wholly untenantable, and (iv) Tenant is not in default under this Lease, then Tenant may terminate this Lease by providing ninety (90) days' written notice to Landlord, provided that if Landlord substantially completes the restoration or elects to terminate the Lease during such ninety (90) day notice period, Tenant's termination notice shall be void and of no effect.

(k) *Casualty Near End of Term.* If a casualty occurs at any time during the last eighteen (18) months of the Term, Landlord shall have the sole and absolute right to elect whether to restore or to terminate this Lease by written notice to Tenant within sixty (60) days after the date of the casualty (or such longer period as Landlord may require to assess the damage), regardless of the extent of damage, availability of insurance proceeds, or estimated restoration period. Tenant shall have no termination right under this subsection (k). If Landlord elects to terminate, Tenant's purchase option under Article XVI shall immediately terminate.

(l) *Effect on Purchase Option.* Any termination of this Lease pursuant to this Article X shall automatically terminate Tenant's purchase option under Article XVI as of the date of termination, and Tenant shall have no right to purchase the Premises or to receive any credit or refund for rent payments previously made, except as may be expressly provided in Section 12.05 if applicable. The treatment of rent credits upon casualty termination shall be governed by Section 12.05(c). Tenant expressly acknowledges and agrees that Landlord's casualty termination rights under this Article X are absolute and may be exercised in Landlord's sole and absolute discretion for any reason or for no reason, and that Landlord shall have no liability to Tenant for any election to terminate rather than restore.

Article XI CONDEMNATION

SECTION 11.01. Total Taking. If the whole of the Premises, or such portion thereof as to render the remainder unusable for the operation of a charter school, shall be taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of taking, and rent shall be apportioned and paid to such date. In the event of such total taking, all awards and compensation shall be paid to and be the sole property of Landlord, and Tenant hereby assigns to Landlord any and all right, title, and interest it may have in or to any such award. Notwithstanding the foregoing, Tenant shall have the right to make a separate claim against the condemning authority (but not against Landlord or out of Landlord's award) for Tenant's relocation expenses, loss of business, and Tenant's Personal Property, to the extent such claim does not reduce the award payable to Landlord.

SECTION 11.02. Partial Taking. If a portion of the Premises shall be taken by condemnation or in any other manner for any public or quasi-public purpose, and the remaining portion of the Premises is reasonably suitable for continued operation as a charter school, this Lease shall continue in full force and effect, but the Base Rent shall be reduced in proportion to the area of the Premises taken, effective as of the date of taking. Landlord shall have the right, but not the obligation, to restore the remaining portion of the Premises to a condition reasonably suitable for Tenant's continued use, using such portion of the condemnation award as Landlord deems appropriate. All condemnation awards for a partial taking shall be the sole property of Landlord. Tenant shall have the right to make a separate claim against the condemning authority (but not against Landlord or out of Landlord's award) for Tenant's relocation expenses, business interruption, and Tenant's Personal Property, to the extent such claim does not reduce the award payable to Landlord. If the remaining portion of the Premises is not reasonably suitable for continued operation as a

charter school, either Landlord or Tenant may elect to terminate this Lease by providing written notice to the other party within thirty (30) days after the date of taking.

SECTION 11.03. Temporary Taking. If the Premises or any part thereof shall be taken for temporary use, this Lease shall continue in full force and effect, and Tenant shall continue to pay rent without abatement. Tenant shall be entitled to receive that portion of any award for such temporary taking that represents compensation for the use and occupancy of the Premises for the period of the taking up to the end of the Term, and Landlord shall be entitled to receive the balance of such award.

SECTION 11.04. Effect on Purchase Option. In the event of a total taking pursuant to Section 11.01, Tenant's purchase option under Article XVI shall terminate as of the date of taking. In the event of a partial taking pursuant to Section 11.02 where this Lease continues, the Purchase Price shall be reduced by the proportion of the Premises taken, and all rent paid prior to the taking shall continue to be credited toward the reduced Purchase Price (unless such rent was designated as Non-Reducing Rent Payments). Landlord and Tenant shall execute an amendment to this Lease and **Exhibit F** reflecting the adjusted Purchase Price and rent credit schedule.

Article XII

EVENTS OF DEFAULT AND REMEDIES

SECTION 12.01. Events of Default. The following shall constitute "**Events of Default**" under this Lease:

(a) *Non-Payment of Rent.* Any failure of Tenant to pay any Base Rent, additional sums and reimbursements, or other monetary obligation due hereunder within ten (10) days after the same shall be due;

(b) *Core Defaults.* Any Core Default as defined and described in Section 4.02(a) and designated as such in the Compliance Agreement. Core Defaults shall constitute immediate Events of Default with no cure period, and Landlord shall have the immediate right to exercise any and all remedies set forth in Section 4.03(a) and Article XII;

(c) *Covenant Violations.* Any Covenant Violation as defined and described in Section 4.02(b) and designated as such in the Compliance Agreement. Covenant Violations shall be subject to the cure and escalation procedures set forth in Section 4.03(b), and shall constitute an Event of Default hereunder if Tenant fails to timely cure such violation in accordance with such procedures or if Landlord exercises its right to terminate pursuant to Section 4.03(b)(iii);

(d) *Reporting Failures.* Any persistent failure to provide Reporting Items as described in Section 4.02(c) and designated as such in the Compliance Agreement, or any failure to provide such items within ten (10) business days after written notice from Landlord, if Landlord elects to declare such failure an Event of Default pursuant to Section 4.03(c);

(e) *Breach of Article IV Obligations.* Any failure to perform or comply with any of the covenants, obligations, or requirements set forth in Section 4.01, including without limitation the obligations to maintain charter good standing, Public Charity Status, and mission integrity, which failure is not otherwise addressed in subsections (b), (c), or (d) above and which does not fall within the categories established by Section 4.02 and in the Compliance Agreement, and which failure continues for more than thirty (30) days after written notice of such default shall have been given to Tenant (or, if such failure cannot reasonably be cured within thirty (30) days, if Tenant fails to commence such cure within thirty (30) days and diligently prosecute the same to completion); provided, however, that any loss, revocation, modification, or suspension of Tenant's Public Charity Status shall be subject to Landlord's termination

right under Section 4.01(c) with only ten (10) days to cure as provided therein, and if not cured or remedied within such ten (10) day period, such loss shall constitute an immediate Event of Default hereunder;

(f) *Breach of Other Lease Covenants.* Any failure to perform any other term, condition, or covenant of this Lease not addressed in subsections (a) through (e) above, which failure continues for more than thirty (30) days after written notice of such default shall have been given to Tenant (or, if such failure cannot reasonably be cured within thirty (30) days, if Tenant fails to commence such cure within thirty (30) days and diligently prosecute the same to completion);

(g) *False or Incorrect Reporting.* If Tenant or an agent of Tenant shall knowingly or recklessly falsify, misrepresent, or provide false or incorrect information in any material report, document, or information required to be furnished to Landlord, any charter school Authorizing Agency, accrediting agency, or other governmental body;

(h) *Bankruptcy and Insolvency.* If Tenant shall become bankrupt or insolvent or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property;

(i) *Assignment for Benefit of Creditors.* If Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; or

(j) *Abandonment.* If Tenant shall abandon said Premises or suffer this Lease to be taken under any writ of execution.

Upon the occurrence of any Event of Default described above, Landlord, in addition to any other rights or remedies it may have at law or in equity, shall have the immediate right of re-entry and may remove all persons and property and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. The rights and remedies available to Landlord for Events of Default under Article IV shall be as set forth in Section 4.03, and such rights and remedies shall be cumulative with and in addition to the rights and remedies set forth in this Article XII.

SECTION 12.02. Right to Relet. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, in its sole discretion, provide Tenant with thirty (30) days' written notice before reletting or selling the Premises, during which time Tenant may (i) cure any curable Event of Default, or (ii) with Landlord's reasonable consent, arrange for assignment of this Lease to a qualified successor charter school operator approved by the Authorizing Agency. Landlord has no obligation to provide such notice, and Landlord's election not to provide such notice shall not limit any of Landlord's rights or remedies under this Lease. If Landlord elects to provide such notice and Tenant does not cure or arrange an approved assignment within such thirty (30) day period, Landlord may either terminate this Lease or, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet said Premises or any part thereof for such Term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied

in payment of future rent as the same may become due and payable hereunder. If such rentals, received from such reletting during any quarter be less than that to be paid during that quarter by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid quarterly. No such re-entry or taking possession of said Premises by Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. For the avoidance of doubt, the thirty (30) day notice opportunity set forth in this Section shall not apply to Events of Default under Section 12.01(b) (Core Defaults), Section 12.01(h) (bankruptcy), Section 12.01(i) (assignment for benefit of creditors), or Section 12.01(j) (abandonment), for which Landlord may exercise immediate remedies without any notice.

SECTION 12.03. Waiver of Rights or Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed (a) for an Event of Default under Section 12.01(a) (non-payment of rent) that remains uncured for more than thirty (30) days after the due date, (b) for any Core Default under Section 12.01(b), (c) for false reporting under Section 12.01(g), (d) for bankruptcy or insolvency under Section 12.01(h), (e) for assignment for the benefit of creditors under Section 12.01(i), or (f) for abandonment under Section 12.01(j). For Events of Default under Section 12.01(c) (Covenant Violations), Section 12.01(d) (Reporting Failures), Section 12.01(e) (other Article IV breaches), and Section 12.01(f) (other Lease breaches), Tenant retains all statutory rights of redemption to the extent provided by applicable law, provided that Tenant timely exercises such rights and cures all defaults.

SECTION 12.04. Breach by Landlord. Tenant shall have no claim for breach of this Lease by Landlord unless (a) Tenant provides Landlord with written notice specifically describing the alleged breach, (b) such breach is material and substantially interferes with Tenant's ability to operate the Premises as a charter school, and (c) Landlord fails to cure such breach within thirty (30) days after receipt of such notice (or, if not curable within thirty (30) days, Landlord fails to commence cure within thirty (30) days and diligently pursue such cure). Tenant's sole remedies for any breach by Landlord shall be limited to: (i) specific performance (not available for any breach relating to the condition of the Premises as accepted "as-is" pursuant to Section 3.01); or (ii) monetary damages not to exceed Base Rent paid during the twelve (12) months immediately preceding the breach. Tenant expressly waives all other remedies, including without limitation the right to terminate this Lease (except if Tenant is completely prevented from operating the charter school for ninety (90) consecutive days due to Landlord's uncured breach), consequential damages of any kind, and any right to abate, reduce, withhold, or offset rent. Tenant's obligation to pay all rent and

perform all obligations under this Lease shall continue during any dispute with Landlord, and Tenant's failure to do so shall constitute an Event of Default under Section 12.01.

SECTION 12.05. Treatment of Rent Credits Upon Default.

(a) *General Rule on Rent Credits.* Upon the occurrence of any Event of Default, or upon termination of this Lease for any reason:

(i) All Base Rent payments previously designated as Reducing Rent Payments and credited toward the Purchase Price under Article XVI through the date of the default or termination shall be preserved and shall not be revoked, clawed back, or forfeited; and

(ii) All Base Rent payments made by Tenant from and after the date of the default or termination shall constitute Non-Reducing Rent Payments and shall not be credited toward the Purchase Price.

(b) *Landlord's Setoff Right.* Notwithstanding subsection (a)(i), Landlord may set off against any accumulated rent credits all amounts owed by Tenant to Landlord under this Lease. Such setoff amounts may include, without limitation, unpaid rent, late charges, and interest, as well as costs incurred by Landlord to repair, restore, or remediate the Premises, attorneys' fees and legal costs, brokerage commissions, and any diminution in the fair market value of the Premises caused by Tenant's use, alterations, or failure to maintain the Premises in accordance with this Lease.

(c) *Casualty and Condemnation.* If Landlord terminates this Lease pursuant to Article X (Destruction of Premises) or Article XI (Condemnation), Tenant shall not be entitled to any refund or credit of rent previously paid. Landlord shall retain all insurance proceeds and condemnation awards as provided in Articles X and XI, and all rent paid prior to termination shall be deemed fully earned as consideration for Tenant's use and occupancy of the Premises.

(d) *Landlord's Accounting.* Following any termination of this Lease, Landlord shall provide Tenant with a written accounting of: (i) the total Reducing Rent Payments accumulated through the date of default or termination; (ii) any amounts Landlord is entitled to set off pursuant to subsection (b); and (iii) the net credit balance after application of any setoff. Tenant shall have thirty (30) days to dispute any item by written notice specifying the basis for the dispute, and the parties shall work in good faith to resolve any such dispute.

(e) *No Independent Value of Credits.* Accumulated rent credits represent only a reduction in the Purchase Price payable upon Tenant's exercise of the purchase option under Article XVI and have no independent monetary value. If the purchase option is not exercised or is terminated for any reason, Landlord shall have no obligation to pay, refund, or otherwise compensate Tenant for any accumulated rent credits.

(f) *Preservation of Rights During Default and Forbearance Discussions.* Landlord's acceptance of any rent payment (whether full, partial, or late) after the occurrence of an Event of Default, or during any cure period, shall not constitute a waiver of such Event of Default or Landlord's right to pursue any remedy under this Lease or applicable law. Landlord's engagement in discussions, negotiations, or communications with Tenant regarding any Event of Default, potential cure, payment arrangement, forbearance, or workout shall not: (i) waive or cure any Event of Default; (ii) restart or extend any cure period; (iii) create any obligation on Landlord's part to forbear from exercising remedies; (iv) estop Landlord from exercising any remedy at any time; or (v) constitute any agreement, representation, or commitment by Landlord unless and until a written forbearance agreement is fully executed by both parties.

Time spent in negotiations or discussions shall not toll, extend, or otherwise affect any of Landlord's rights or remedies. Landlord may, in its sole and absolute discretion, discontinue any discussions or negotiations and immediately pursue any and all remedies available under this Lease or applicable law at any time, with or without notice to Tenant. Any statements, proposals, term sheets, or draft agreements exchanged during negotiations shall be deemed offers to compromise within the meaning of applicable evidence rules and shall not be admissible as evidence of any waiver, agreement, or admission by Landlord.

(g) *Survival.* The provisions of this Section 12.05 shall survive the expiration or earlier termination of this Lease.

Article XIII TAXES ON LEASEHOLD

SECTION 13.01. Tenant's Obligation. Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes, if any, assessed during the Term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the Premises by Tenant.

SECTION 13.02. Landlord's Right to Pay and Seek Reimbursement. If Tenant fails to pay any taxes described in Section 13.01 when due, Landlord may, at its option but without obligation, pay such taxes on Tenant's behalf. In such event, Landlord may, in its sole discretion, either (a) include such paid taxes in the Operating Expense Charges, or (b) invoice Tenant directly for immediate payment as additional sums and reimbursements. Any such amounts paid by Landlord and not timely reimbursed by Tenant shall: (i) bear interest at the rate of ten percent (10%) per annum (or the maximum rate permitted by law, if less) from the date paid by Landlord until reimbursed by Tenant; (ii) include any penalties, late fees, or interest charges assessed by the taxing authority as a result of Tenant's failure to timely pay; and (iii) include an administrative fee equal to fifteen percent (15%) of the total tax amount paid by Landlord. Tenant shall reimburse Landlord within ten (10) days after receipt of Landlord's invoice, together with supporting documentation. Landlord's payment of such taxes on Tenant's behalf shall not waive Tenant's default or limit any other remedies available to Landlord under this Lease, and such failure to pay when due may constitute an Event of Default under Section 12.01(f).

SECTION 13.03. Proof of Payment. Upon Landlord's request, Tenant shall provide Landlord with proof of payment of all taxes required to be paid by Tenant under this Article XIII, including receipts or tax statements marked "Paid," within fifteen (15) days after such request.

Article XIV SUCCESSORS

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors, and assigns of the said parties, and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein.

Article XV QUIET ENJOYMENT

Upon payment by Tenant of the rents herein provided, upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, including but not limited to Landlord's

rights under Article X (Destruction of Premises) and Article XI (Condemnation), and subject to all matters of record.

Article XVI OPTION TO PURCHASE

SECTION 16.01. Tenant's Option to Purchase. For and in consideration of the Lease, and provided that (a) Tenant is not in default in the performance of this Lease beyond any applicable cure period with respect to the payment of Base Rent or other monetary obligations, and (b) Tenant is not subject to any Core Default under Article IV, Landlord grants to Tenant a right and option to purchase at any time during the initial five (5) year Term of this Lease the Premises for use as an Open Enrollment Charter School. In the event Tenant elects to purchase the Premises, Tenant shall give written notice to Landlord of such election to purchase at least ninety (90) days prior to the proposed date of such purchase (the "**Tenant Purchase Notice**"). Closing shall occur on the date proposed in the Tenant Purchase Notice, which shall be on or before the last day of the Term of this Lease, or on such other date as the parties may mutually agree in writing. Tenant's option to purchase under this Section shall automatically terminate and be of no further force or effect upon the occurrence of any Event of Default under Section 12.01(a) (non-payment of rent for more than thirty (30) days), Section 12.01(b) (Core Default), Section 12.01(h) (bankruptcy or insolvency), Section 12.01(i) (assignment for benefit of creditors), or Section 12.01(j) (abandonment). If this Lease is terminated for any reason prior to Tenant's exercise of this option, the option shall immediately terminate.

SECTION 16.02. Purchase Price; Rent Credits; Final Determination.

(a) *Purchase Price Components.* The purchase price for the Premises (the "**Purchase Price**") shall be a sum equal to all of Landlord's costs of making the Premises available for Tenant's use as an open enrollment charter school, including without limitation: (i) all costs of acquiring the Premises, including purchase price, closing costs, title insurance, survey costs, transfer taxes, and legal fees; (ii) all costs of designing, engineering, permitting, planning, and architectural services for improvements to the Premises; (iii) all hard costs of constructing, remodeling, renovating, and improving the Premises, including labor, materials, equipment, and contractor fees; (iv) all soft costs associated with the development and construction of improvements, including construction management fees, project management, inspection fees, testing, commissioning, financing costs, interest carry during construction, insurance, and other development expenses; and (v) reasonable overhead and administrative costs directly allocable to the project. The Purchase Price shall also include all costs incurred during the Term as provided in subsection (b) below. The "Baseline Purchase Price" means the Purchase Price as finally determined pursuant to subsection (b) below based on actual acquisition, development, and construction costs incurred through the certificate of occupancy date, before any additions made during the Term pursuant to subsection (b).

(b) *Baseline Purchase Price and Ongoing Additions During the Term.* The Purchase Price set forth in subsection (a) is an estimate based on projected costs. Within thirty (30) days following the issuance of a final certificate of occupancy for the Premises and Landlord's receipt of final invoices, lien releases, and accounting for all initial project costs, Landlord may (but shall have no obligation to) prepare and deliver to Tenant a Baseline Purchase Price Statement setting forth Landlord's actual costs in each of the categories described in subsection (a)(i) through (v) and calculating the Baseline Purchase Price based on acquisition, development, and construction costs incurred through the certificate of occupancy date. Tenant shall have thirty (30) days after receipt of the Baseline Purchase Price Statement to review and approve the same, which approval shall not be unreasonably withheld, conditioned, or delayed. If Tenant disputes any item, Tenant shall notify Landlord in writing within such thirty (30) day period, specifying the basis for the dispute and providing supporting documentation. The parties shall work in good faith to resolve any such dispute within thirty (30) days. Upon agreement or resolution of any disputes, Landlord and Tenant shall execute an amendment to **Exhibit F** confirming the Baseline Purchase Price as of the date of

its execution. If Tenant fails to object within thirty (30) days after receiving a Baseline Purchase Price Statement from Landlord, the Baseline Purchase Price Statement shall be deemed approved. The Baseline Purchase Price established under this subsection (b) is not the final Purchase Price. Throughout the Term, the Purchase Price shall be increased to include: (i) all costs incurred by Landlord in performing Landlord's maintenance, repair, and replacement obligations under Section 5.01(a), as provided in Section 5.01(d); (ii) any costs resulting from Tenant-requested changes to Landlord's Work under Section 1.04(f) and **Exhibit B**; and (iii) any other costs properly includable under subsection (a) above that are incurred after the certificate of occupancy date. Landlord shall document all such additions to the Purchase Price in the Purchase Price Ledger maintained pursuant to subsection (e) and **Exhibit F**. The Final Purchase Price for purposes of closing on any purchase transaction under this Article XVI shall be the Baseline Purchase Price established under this subsection (b) plus all additions documented in the Purchase Price Ledger through the date of closing.

(c) *Rent Credits (Reducing Rent Payments)*. The Purchase Price determined under subsections (a) and (b) shall be reduced by the total amount of all Reducing Rent Payments made by Tenant to Landlord from the Rent Commencement Date through the date of closing on the purchase of the Premises. "**Reducing Rent Payments**" means all Base Rent payments made by Tenant during the Term of this Lease, except for those payments designated as Non-Reducing Rent Payments under subsection (d) below. The net amount due from Tenant to Landlord at closing shall be the Purchase Price (including all additions through the closing date) less the total amount of Reducing Rent Payments. For avoidance of doubt, Operating Expense Charges as defined in Section 2.01(e) shall not reduce or be credited against the Purchase Price

(d) *Non-Reducing Rent Payments*. "**Non-Reducing Rent Payments**" means Base Rent payments made by Tenant to Landlord that do not reduce or count toward the Purchase Price, and which are comprised of the following: (i) any and all rent payments made by Tenant during any holdover period or other period of occupancy by Tenant after the Expiration Date (as defined in Section 1.02), whether pursuant to Section 6.02 or otherwise; (ii) any and all rent payments made by Tenant during any period within which Landlord has elected to impose Non-Reducing Rent Payments as a remedy for a Covenant Violation pursuant to Section 4.03(b)(ii), including without limitation any period during which Tenant has failed to meet the performance goals relating to enrollment, academics, or financial health as set forth in the Compliance Agreement, with such period commencing and terminating as specified in Landlord's written notice pursuant to Section 4.03(b)(ii); and (iii) any other rent payments, including without limitation Operating Expense Charges, that are expressly designated in this Lease or in a written notice from Landlord to Tenant as Non-Reducing Rent Payments. Tenant acknowledges and agrees that if Tenant does not purchase the Premises by the Expiration Date and, with Landlord's consent, extends or continues occupancy beyond the Expiration Date (whether pursuant to a formal extension agreement, a month-to-month holdover, or otherwise), no further rental payments made after the Expiration Date will be applied toward reducing the Purchase Price.

(e) *Purchase Price Ledger and Reporting*. Landlord may (but shall have no obligation to) maintain a ledger (the "**Purchase Price Ledger**") documenting: (i) the Final Purchase Price as determined under subsection (b); (ii) each Base Rent payment received from Tenant, with the date and amount; (iii) the designation of each such payment as either a Reducing Rent Payment or a Non-Reducing Rent Payment; (iv) the running total of Reducing Rent Payments applied as a credit toward the Purchase Price; and (v) the net Purchase Price remaining after application of all Reducing Rent Payments (the "**Net Purchase Price Due at Closing**"). Landlord may provide Tenant with an updated statement reflecting the information in the Purchase Price Ledger on an annual basis, within sixty (60) days after each anniversary of the Rent Commencement Date, and upon request in connection with Tenant's exercise of the purchase option under Section 16.01. Tenant shall have thirty (30) days after receipt of each annual statement to review and dispute any categorization of a payment as a Reducing Rent Payment or Non-Reducing Rent

Payment by providing written notice to Landlord specifying the basis for the dispute and providing supporting documentation. If Landlord has imposed a Non-Reducing Rent Payment period pursuant to Section 4.03(b)(ii), and if Tenant believes that: (A) the underlying Covenant Violation has been cured and Tenant has achieved sustained compliance with the applicable performance standard(s), or (B) where Landlord's notice specified performance-based termination criteria under Section 4.03(b)(ii)(C)(2), Tenant has satisfied such criteria, or (C) where no specific end date or performance criteria were specified, Tenant has demonstrated material and sustained performance improvement, then Tenant may submit a written request to Landlord requesting that subsequent rent payments be restored to Reducing Rent Payment status. Such request shall include: (1) identification of the specific Covenant Violation and the date of Landlord's notice imposing Non-Reducing Rent Payments; (2) detailed documentation demonstrating that the violation has been cured or the specified performance criteria have been met, including supporting data covering a reasonable period of sustained performance (generally not less than two (2) consecutive quarters or one (1) semester, as applicable); (3) Tenant's current performance status with respect to all performance standards in the Compliance Agreement; and (4) any other information reasonably demonstrating sustained compliance and improvement. Landlord may review any such request and respond in writing within thirty (30) days after receipt, either: (i) approving the request and confirming the date on which subsequent rent payments will be restored to Reducing Rent Payment status; (ii) denying the request with a brief explanation of the basis for denial (which may include insufficient evidence of sustained improvement, concerns about other performance metrics, or Landlord's reasonable judgment that additional time is needed to confirm sustained performance); or (iii) requesting additional information or documentation, in which case Landlord shall have an additional thirty (30) days after receipt of such additional information to respond. If Landlord fails to respond within the applicable time period, Tenant may send a second written notice referencing the original request and requesting a response. If Landlord fails to respond within fifteen (15) days after receipt of such second notice, the request shall be deemed approved and rent payments shall be restored to Reducing Rent Payment status effective as of the first day of the month following the expiration of such fifteen (15) day period. Notwithstanding the foregoing deemed approval provision, Landlord may, upon discovering a continued or new performance deficiency, reimpose Non-Reducing Rent Payments prospectively upon written notice in accordance with Section 4.03(b)(ii). Landlord's determination to approve or deny any restoration request shall be made in good faith based on the information provided and Landlord's reasonable assessment of Tenant's sustained performance and compliance but shall not be subject to challenge except in the case of fraud, intentional misrepresentation of facts by Landlord, or Landlord's failure to consider the information actually provided by Tenant.

SECTION 16.03. Closing Procedures.

(a) *AS IS Conveyance.* Tenant acknowledges and agrees that the conveyance of the Premises pursuant to this Article XVI shall be made on an "AS IS, WHERE IS" basis, with all faults, and subject to all matters of record, all easements, covenants, conditions, and restrictions of record, all applicable zoning ordinances and regulations, all building and use restrictions, and all other matters affecting title to the Premises. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING TITLE TO THE PREMISES, THE CONDITION OF TITLE, OR THE ABSENCE OF LIENS, ENCUMBRANCES, OR OTHER DEFECTS, AND TENANT SHALL ACCEPT TITLE IN ITS CONDITION AT CLOSING, SUBJECT TO ALL MATTERS OF RECORD AND ALL EXCEPTIONS SHOWN IN THE TITLE COMMITMENT.

(b) *Title Commitment for Informational Purposes Only.* Within fifteen (15) days after Tenant's exercise of the purchase option under Section 16.01, Landlord may, at Tenant's expense, order a commitment for an owner's policy of title insurance showing the state of title to the Premises as of the date of the commitment. If obtained, the title commitment shall be delivered to Tenant for informational purposes only, and Tenant shall have fifteen (15) business days after receipt to review the same. Tenant acknowledges and agrees that Landlord shall have no obligation to cure, remove, or otherwise address any

liens, encumbrances, exceptions, or defects shown in the title commitment or otherwise affecting title to the Premises. If Tenant determines, in its sole discretion, that any matter shown in the title commitment or otherwise affecting title renders the Premises unsuitable for Tenant's intended use or otherwise unacceptable to Tenant, Tenant's sole remedy shall be to terminate the purchase transaction by providing written notice to Landlord within such fifteen (15) business day review period, in which case this Lease shall continue in full force and effect and neither party shall have any further obligation with respect to the purchase transaction. If Tenant fails to timely terminate the purchase transaction as provided herein, Tenant shall be deemed to have accepted title in its then-current condition, subject to all matters shown in the title commitment and all other matters of record, and Tenant shall have no further right to object to title or to terminate the purchase transaction on account of any title matter.

(c) *Form of Deed; No Warranties.* Conveyance shall be by special warranty deed in recordable form, which deed shall convey title subject to: (i) all matters shown in the title commitment; (ii) all easements, covenants, conditions, restrictions, and encumbrances of record; (iii) real estate taxes and assessments not yet due and payable; (iv) all applicable zoning ordinances, building codes, and governmental regulations; (v) all matters that would be disclosed by an accurate ALTA/NSPS survey and physical inspection of the Premises; and (vi) the restrictive covenants set forth in Section 16.04. Landlord shall convey only such title as Landlord has, by special warranty deed, and Landlord makes no representation or warranty as to the state of title, the absence of encumbrances, the accuracy of the legal description, the condition of the Premises, compliance with any laws or regulations, or the suitability of the Premises for any purpose. The special warranty deed shall contain only such covenants and warranties as are customary in a special warranty deed under Oklahoma law, and Landlord expressly disclaims all other warranties, express or implied.

(d) *Closing Costs and Expenses.* All costs of the title commitment, title insurance policy, survey (if any), recording fees, transfer taxes, and other closing costs and expenses shall be allocated between Landlord and Tenant as follows: (i) Tenant shall pay for the owner's title insurance policy premium, the cost of the title commitment, any endorsements requested by Tenant or Tenant's lender, any survey costs, all recording fees for documents in Tenant's chain of title (including the deed and any mortgage), and one-half of any escrow or closing fees charged by the title company or closing agent; (ii) Landlord shall pay for recording fees for documents required to clear Landlord's title (if any), and one-half of any escrow or closing fees; and (iii) all other closing costs shall be allocated in accordance with local custom in the county where the Premises are located, unless otherwise agreed by the parties in writing. Notwithstanding the foregoing, under no circumstances shall Landlord be required to incur any cost or expense to cure, remove, or address any title defect, lien, or encumbrance.

(e) *Closing Statement and Prorations.* The parties shall execute a standard form closing statement prepared by the title company or closing agent, reflecting all prorations and adjustments as of the closing date. Real estate taxes and assessments for the year of closing shall be prorated as of the closing date based on the most recent available tax bill, with any subsequent adjustment to be made between the parties after receipt of the actual tax bill for the year of closing. Rent paid by Tenant for the month in which closing occurs shall be prorated on a per diem basis and credited to Tenant at closing. All utilities, assessments, and other operating expenses for the Premises shall be prorated as of the closing date. Tenant shall be responsible for all costs and expenses associated with the operation, maintenance, and ownership of the Premises from and after the closing date.

(f) *Tenant's Due Diligence and Closing Conditions.* Tenant acknowledges that it has had full opportunity prior to the execution of this Lease and will have opportunity during the period between exercise of the purchase option and closing, to conduct such inspections, tests, and investigations of the Premises as Tenant deems necessary or appropriate, including without limitation inspections of the physical condition of the improvements, environmental assessments, surveys, and review of all matters affecting

title. Tenant's obligation to close on the purchase of the Premises is conditioned solely upon: (i) Tenant's approval of title (or Tenant's election to accept title as provided in subsection (b) above); and (ii) Landlord's delivery of the special warranty deed and other closing documents in accordance with this Section 16.03. Tenant shall have no other closing conditions, including, without limitation, any conditions relating to the physical condition of the Premises, compliance with laws, environmental matters, survey matters, or financing. Tenant waives any and all implied or statutory closing conditions and acknowledges that the purchase shall be consummated on an AS IS, WHERE IS basis.

(g) *Casualty or Condemnation Prior to Closing.* If the Premises are damaged by fire, casualty, or other insured or uninsured peril, or subjected to a condemnation or eminent domain proceeding, between the date of Tenant's Purchase Notice under Section 16.01 and the scheduled closing date, the provisions of Article X or Article XI (as applicable) shall govern the parties' rights and obligations, including any termination rights. If the casualty or condemnation does not result in termination of this Lease under Article X or Article XI, then the purchase transaction shall proceed to closing, with Tenant taking the Premises in its then-current condition (subject to any restoration in progress by Landlord under Article X), and Landlord shall assign to Tenant at closing all of Landlord's right, title, and interest in and to any insurance proceeds or condemnation awards related to such casualty or taking (to the extent not already applied to restoration), without any reduction in the Purchase Price except as may be expressly provided in Article XI.

(h) *Survival.* The provisions of this Section 16.03 shall survive the closing of the purchase and sale transaction. Tenant's acceptance of the special warranty deed shall be deemed to be full satisfaction and discharge of all of Landlord's obligations under this Article XVI with respect to title and the condition of the Premises, except for those obligations that expressly survive closing as set forth in Section 16.04.

Notwithstanding any amount of the rent payments being taken into account in the calculation of the Purchase Price under Section 16.02 of this Lease, the parties agree and acknowledge that by making such rental payments Tenant is acquiring no present ownership, lien, or equity interest in the Premises prior to closing in the Premises, that such payments constitute rent for Tenant's use and occupancy of the Premises during the Term, and that the below-market aspect of the Base Rent (reflecting the rent credit feature) is granted in consideration of Tenant's obligations under this Lease and Tenant's commitment to operate an open enrollment charter school at the Premises. Tenant further acknowledges and agrees that Landlord's right to terminate this Lease pursuant to Article X (Destruction of Premises) or Article XI (Condemnation) is absolute and may be exercised in Landlord's sole discretion as provided in such Articles, and that any such termination by Landlord shall immediately terminate Tenant's purchase option under this Article XVI, with the treatment of any rent credits to be determined in accordance with Section 12.05(c).

SECTION 16.04. Post-Purchase Use Restrictions and Landlord's Rights.

(a) *Charter School Use Requirement.* The special warranty deed conveying the Premises to Tenant pursuant to this Article XVI shall contain a restrictive covenant running with the land and binding upon Tenant, its successors and assigns, requiring that the Premises be used solely and exclusively for the operation of an open enrollment charter school for a period of ten (10) years following the date of closing (the "**Restriction Period**"). During the Restriction Period, Tenant shall not, without Landlord's prior written consent (which consent may be granted or withheld in Landlord's sole and absolute discretion): (i) use or permit the use of the Premises for any purpose other than the operation of an open enrollment charter school; (ii) cease operating a charter school at the Premises for more than one hundred eighty (180) consecutive days (except due to force majeure or casualty covered by Article X); or (iii) sell, transfer, convey, lease, or encumber the Premises except as expressly permitted in subsection (c) below.

(b) *Remedies for Violation.* If Tenant violates the restrictive covenant set forth in subsection (a) at any time during the Restriction Period, Landlord shall have the following rights and remedies, which

shall be cumulative and in addition to any other rights or remedies available at law or in equity: (i) Landlord may seek specific performance and injunctive relief to compel Tenant's compliance with the charter school use requirement; (ii) Tenant shall pay to Landlord, as liquidated damages and not as a penalty (the parties acknowledging that Landlord's actual damages would be difficult to ascertain), an amount equal to the greater of: (A) fifty percent (50%) of the Total Purchase Price as set forth in **Exhibit F** (before reduction for any Reducing Rent Payments); or (B) fifty percent (50%) of the total amount of all Reducing Rent Payments credited to Tenant through the date of closing, together with interest at ten percent (10%) per annum from the date of closing to the date of payment; and (iii) Landlord shall have a right of first refusal as set forth in subsection (c) to repurchase the Premises. The restrictive covenant and remedies set forth in this Section 16.04 shall be enforceable by Landlord, its successors and assigns, and shall be deemed to run with the land and bind all subsequent owners of the Premises during the Restriction Period.

(c) *Right of First Refusal.* If at any time during the Restriction Period Tenant desires to sell, convey, or otherwise transfer the Premises (or any interest therein) to a third party, Tenant shall first offer the Premises to Landlord on the following terms: (i) Tenant shall deliver to Landlord a written notice (the "**Offer Notice**") containing the material terms and conditions of the proposed sale, including the proposed purchase price, the identity of the proposed purchaser, the proposed closing date, and copies of any purchase agreement or letter of intent; (ii) Landlord shall have sixty (60) days after receipt of the Offer Notice to elect, in writing, to purchase the Premises on the same terms and conditions set forth in the Offer Notice (or on such other terms as Landlord and Tenant may negotiate); (iii) if Landlord timely elects to purchase, the parties shall close the transaction within ninety (90) days after Landlord's election (or such other date as the parties agree), and Tenant shall convey the Premises to Landlord by special warranty deed, free and clear of all liens and encumbrances (other than those existing at the time Tenant originally purchased the Premises from Landlord, and other than purchase money mortgages or deeds of trust approved by Landlord under subsection (d)); (iv) if Landlord does not timely elect to purchase, or if Landlord and Tenant are unable to reach agreement on terms, Tenant may proceed to sell the Premises to the third party identified in the Offer Notice, on terms no more favorable to the purchaser than those offered to Landlord, and such sale must close within one hundred eighty (180) days after the expiration of Landlord's election period, failing which Tenant must re-offer the Premises to Landlord pursuant to this subsection (c); and (v) any sale or transfer in violation of this right of first refusal shall be voidable at Landlord's election and shall be deemed a breach of the restrictive covenant set forth in subsection (a), subject to the remedies in subsection (b).

(d) *Permitted Encumbrances.* Notwithstanding subsection (a), Tenant may, without Landlord's consent, grant a purchase money mortgage or deed of trust on the Premises to a qualified institutional lender to secure financing for Tenant's purchase of the Premises, provided that: (i) Tenant provides Landlord with copies of all loan documents at least ten (10) business days prior to closing; (ii) the loan documents do not permit the lender to use the Premises for any purpose other than an open enrollment charter school without Landlord's consent; and (iii) Tenant provides Landlord with a subordination, non-disturbance, and attornment agreement in form reasonably acceptable to Landlord, pursuant to which the lender agrees to recognize and honor the restrictive covenants set forth in this Section 16.04. Any refinancing or replacement of such permitted purchase money financing shall be subject to the same requirements.

(e) *Survival and Recording.* The covenants, restrictions, and agreements set forth in this Section 16.04 shall survive the closing of the purchase and sale transaction and the termination of this Lease. The special warranty deed delivered at closing shall include the full text of the restrictive covenant set forth in subsection (a) and a reference to this Lease and this Section 16.04, and Landlord shall have the right (but not the obligation) to record a memorandum of this Lease or a separate declaration of restrictive covenants in the land records of the county where the Premises are located to provide notice of the restrictions herein.

(f) *Release of Restriction.* Upon the expiration of the ten (10) year Restriction Period, the restrictive covenant and Landlord's rights under this Section 16.04 shall automatically terminate and be of no further force or effect, and Landlord shall, upon Tenant's request and at Tenant's expense, execute and deliver a release or termination of restrictive covenant in recordable form evidencing such termination. Alternatively, Landlord may, in its sole discretion, elect to release the restrictive covenant prior to the expiration of the Restriction Period by executing and delivering a written release to Tenant, but Landlord shall have no obligation to do so.

Article XVII MISCELLANEOUS

SECTION 17.01. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing and signed by Landlord and Tenant.

SECTION 17.02. Accord and Satisfaction. 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 earlier stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, except to the extent stated therein, 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 as provided herein.

SECTION 17.03. Entire Agreement. This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 17.04. No Partnership. Nothing contained in this Lease shall be deemed to create a partnership, joint venture, or association between Landlord and Tenant.

SECTION 17.05. Notices. Any notice, demand, request, or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail postage pre-paid and shall be addressed: (a) if to Landlord at the address first herein above given or at such other address Landlord may designate by written notice; and (b) if to Tenant, at the Premises or at such other address as Tenant shall designate by written notice.

SECTION 17.06. Captions and Section Numbers. The captions, section numbers, and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

SECTION 17.07. Partial Invalidity. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or unenforceable, shall not be

affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 17.08. Governing Law. This Lease shall be governed, construed, and interpreted by the laws of the State of Oklahoma without giving effect to the choice of law principles thereof that would result in the application of the laws of any other jurisdiction.

SECTION 17.09. Jury Trial Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER (OR AGAINST ANY AFFILIATE, OFFICER, DIRECTOR, MEMBER, MANAGER, EMPLOYEE, OR AGENT OF THE OTHER PARTY) ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY CLAIM OF INJURY OR DAMAGE, ANY EMERGENCY OR STATUTORY REMEDY, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION. THIS WAIVER OF JURY TRIAL IS SEPARATELY BARGAINED FOR AND IS AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES. Each party certifies that no representative, agent, or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce this jury trial waiver.

SECTION 17.10. Limitation of Landlord's Liability. Tenant shall look solely to Landlord's interest in the Premises (including insurance proceeds and condemnation awards, if any) for the recovery of any judgment or award against Landlord arising out of or in connection with this Lease or the relationship of Landlord and Tenant hereunder. No other property or assets of Landlord or any of Landlord's members, managers, officers, directors, shareholders, partners, employees, agents, affiliates, or any of their respective successors or assigns (collectively, "**Landlord Parties**"), shall be subject to levy, execution, attachment, or other enforcement procedure for the satisfaction of any such judgment or award, and in no event shall any Landlord Party be personally liable for any such judgment or award or for the performance of any term, covenant, or condition of this Lease or any other obligation of Landlord hereunder. This Section shall not limit Tenant's right to name Landlord as a party defendant in any action and to obtain a judgment against Landlord that may be satisfied solely out of Landlord's interest in the Premises as provided above, and, subject to such limitation, this Section shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or to take any other action that does not involve the personal liability of any Landlord Party to respond in monetary damages from assets other than Landlord's interest in the Premises. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 17.11. Attorneys' Fees. In the event of any litigation, arbitration, or other dispute resolution proceeding arising out of or related to this Lease, the prevailing party (as determined by the court, arbitrator, or other decision-maker) shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees, expert witness fees, court costs, and other costs and expenses incurred in connection with such proceeding, including without limitation costs incurred in any bankruptcy proceeding, appeal, or post-judgment enforcement action. Notwithstanding the foregoing, if Landlord is required to employ an attorney to enforce any of Tenant's obligations under this Lease (whether or not litigation is actually commenced), Tenant shall reimburse Landlord for all reasonable attorneys' fees and costs incurred by Landlord in connection therewith, regardless of whether Landlord is deemed the "prevailing party." For purposes of this Section, "prevailing party" shall include, without limitation, a party who dismisses an action

in exchange for substantially the relief sought in the action or who obtains substantially the relief sought, whether by settlement, judgment, or otherwise.

SECTION 17.12. Time is of the Essence. Time is of the essence with respect to the performance of each and every obligation and covenant to be performed by Landlord or Tenant under this Lease, including, without limitation, all obligations related to payment of rent, delivery of reports and documentation, compliance with performance standards, exercise of options, and provision of notices.

SECTION 17.13. Counterparts; Electronic Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Lease may be evidenced by facsimile, email (including PDF or other electronic image), or other electronic transmission (including DocuSign, Adobe Sign, or other electronic signature platform), and such facsimile, email, or electronic transmission shall have the same force and effect as delivery of an original manually executed document. The parties agree that this Lease and any amendments hereto may be electronically signed, and that any electronic signatures appearing on this Lease or any amendments hereto are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 17.14. Recording; Memorandum of Lease. Tenant shall not record this Lease without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Upon Landlord's request, the parties shall execute and Tenant shall record (at Tenant's expense) a memorandum of this Lease (or a short form lease) in form and content acceptable to Landlord, which memorandum shall set forth the existence of this Lease, the parties hereto, the Premises, the Term, and such other provisions as Landlord may require, but shall not set forth the rental amounts or other economic terms. Upon expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, promptly execute, acknowledge, and record a termination of any such memorandum or short form lease.

SECTION 17.15. Construction of Lease; Legal Representation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each party acknowledges that it has been represented by legal counsel in connection with this Lease (or has had the opportunity to be so represented and has voluntarily declined such representation) and that this Lease has been negotiated by the parties and their respective counsel and shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. Landlord and Tenant each acknowledges that it has read this Lease in its entirety, that it understands all of the terms and provisions hereof, and that it has had the opportunity to consult with counsel of its choice regarding the meaning and effect of this Lease.

SECTION 17.16. Survival of Obligations. Any obligations of Landlord or Tenant occurring or accruing prior to the expiration or earlier termination of this Lease shall survive such expiration or termination, including without limitation: (a) Tenant's obligation to pay rent and other monetary amounts due for any period prior to termination; (b) all indemnification obligations under this Lease, including those set forth in Sections 3.02, 3.03, 7.04, and 9.03; (c) Tenant's obligations with respect to the condition and surrender of the Premises under Section 6.01; (d) Landlord's obligations with respect to any refund or credit of rent payments under Section 12.05, if applicable; (e) the post-purchase use restrictions and Landlord's rights under Section 16.05; (f) the limitation of Landlord's liability under Section 17.10; (g) the jury trial waiver under Section 17.09; (h) the attorneys' fees provision under Section 17.11; (i) confidentiality obligations under Section 17.18; (j) Tenant's obligation to remove or terminate any liens, memoranda of lease, or other

encumbrances; and (k) any other obligations that by their nature are intended to survive or continue after the expiration or termination of this Lease.

SECTION 17.17. Landlord's Consent. Except where this Lease expressly provides that Landlord's consent shall not be unreasonably withheld, conditioned, or delayed, wherever in this Lease Landlord's consent, approval, judgment, determination, acceptance, satisfaction, or similar action or decision is required or permitted, Landlord shall have the absolute and sole right to grant or withhold such consent or approval, exercise such judgment or make such determination, grant or withhold such acceptance or satisfaction, or take or decline to take such action or make such decision, in each case in Landlord's sole and absolute discretion and for any reason or for no reason. No consent or approval by Landlord shall constitute a waiver of the requirement to obtain Landlord's consent or approval for any subsequent or similar action or matter. Tenant acknowledges that in entering into this Lease, Tenant is not relying on any expectation that Landlord will grant any consent, approval, or waiver in the future, and Tenant assumes the risk that Landlord may exercise its sole and absolute discretion in any manner permitted by this Lease.

SECTION 17.18. Confidentiality. Each party agrees to keep confidential the terms of this Lease, including all financial terms, rent amounts, the Purchase Price, rent credits, and any other non-public information disclosed by the other party in connection with this Lease. Neither party shall disclose such information to third parties except: (a) to its attorneys, accountants, lenders, and other professional advisors; (b) to its officers, directors, board members, and employees with a need to know; (c) as required by law, court order, or governmental authority; (d) in connection with litigation between the parties; (e) with respect to Tenant, to its Charter School Authorizing Agency as required by law; or (f) with respect to Landlord, disclosures required by reason of Landlord's status as a public charity, including without limitation disclosures required under Section 6033 of the Internal Revenue Code, state charitable solicitation or registration laws, or other applicable laws governing public charities. Neither party shall issue any press release or public announcement regarding this Lease without the prior written consent of the other party. The obligations under this Section shall survive termination of this Lease for five (5) years, except the obligation to maintain confidentiality of the financial terms shall survive indefinitely. Breach of this Section may be remedied by injunctive relief in addition to monetary damages.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

TENANT:

Tulsa Honor Academy ,
an Oklahoma nonprofit corporation

By: _____

Name: _____

Title: _____

LANDLORD:

TULSA FACILITIES, LLC, a Delaware limited
liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION AND PREMISES IDENTIFICATION

Property Address:

209 S. Lakewood Ave., Tulsa OK 74112

Legal Description:

A TRACT OF LAND LOCATED IN LOT ONE (1) BLOCK ONE (1), BOOKER T WASHINGTON, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO.5609) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 BOOKER T WASHINGTON, THENCE S88°46'28"W ON THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 392.38 FEET TO A POINT THAT IS 382.23 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N01°19'43"W PARALLEL WITH AND 10.00 FEET WEST OF A ONE-STORY BLOCK BUILDING AND EXTENSIONS THEREOF FOR A DISTANCE OF 221.20 FEET TO A POINT 10.00 FEET NORTH OF SAID BLOCK BUILDING AND EXTENSIONS THEREOF; THENCE N88°40'17"E PARALLEL WITH AND 10.00 FEET NORTH OF SAID BLOCK BUILDING AND EXTENSIONS THEREOF FOR A DISTANCE OF 179.30 FEET TO A POINT 10.00 FEET WEST OF SAID BLOCK BUILDING AND EXTENSIONS THEREOF; THENCE N01°19'43"W PARALLEL WITH AND 10.00 FEET WEST OF SAID BLOCK BUILDING FOR A DISTANCE OF 138.50 FEET; THENCE S88°40'17"W FOR A DISTANCE OF 36.93 FEET TO A POINT THAT IS 1.00 FOOT EAST OF A SIX-FOOT CHAIN-LINK FENCE; THENCE N01°57'20"E PARALLEL TO SAID CHAIN-LINK FENCE FOR A DISTANCE OF 232.44 FEET TO A POINT 1.00 FOOT SOUTH OF AND 1.00 FOOT EAST OF AN INTERSECTION OF SAID CHAIN LINK FENCE; THENCE N89°12'08"E PARALLEL WITH THE NORTH LINE OF SAID CHAIN-LINK FENCE FOR A DISTANCE OF 245.80 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 BOOKER T WASHINGTON; THENCE S00°26'43"E ON SAID EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 590.26 FEET RETURNING TO THE POINT OF BEGINNING,
SAID TRACT OF LAND CONTAINING 4.025 ACRES MORE OR LES

Parcel Number(s):

EXHIBIT B

LANDLORD'S WORK LETTER

Capitalized terms not defined in this Exhibit shall have the meanings assigned in the Lease. This Exhibit governs the scope, construction process, schedule, cost treatment, warranty, and all other aspects of the Landlord's Work referenced in Section 1.04 of the Lease. The completion of Landlord's Work, issuance of the certificate of occupancy, and Substantial Completion will trigger the Rent Commencement Date to be memorialized in **Exhibit C**, and all costs incurred will be documented in the Final Purchase Price Statement incorporated into **Exhibit F**. Tenant acknowledges that Landlord retains sole and absolute control over all aspects of the Landlord's Work, and Tenant's rights to review or comment on any matter are strictly limited to those expressly set forth herein and do not create any right of approval unless specifically stated.

1. **Scope of Landlord's Work**. Landlord shall construct or cause to be constructed the improvements described on **Exhibit B-1** attached hereto (the "**Landlord's Work**"). **Exhibit B-1** shall include a description of the scope of work, including identification of major building systems, square footage, site work, and any items specifically excluded from Landlord's Work. Except as expressly set forth on **Exhibit B-1**, Landlord shall have no obligation to perform any construction, installation, or improvement to the Premises. Landlord shall control the design development, contractor selection, sequencing, construction means and methods, and overall project management of the Landlord's Work.

2. **Plans and Approvals**. Capitalized terms used in this Exhibit and not otherwise defined in the Lease shall have the meanings assigned to them in this Exhibit. Landlord shall prepare or cause to be prepared final architectural and engineering plans and specifications (the "**Plans**") consistent with **Exhibit B-1**. Landlord shall provide Tenant with one opportunity to review the Plans for informational purposes. Tenant shall provide written comments, if any, within three (3) Business Days after receipt. Any comments must be specific and in writing. Failure to respond within such three (3) Business Day period shall constitute Tenant's irrevocable approval and acceptance of the Plans. Landlord shall have sole and absolute discretion to accept, reject, or modify any comments provided by Tenant. Landlord shall retain final and exclusive authority over all matters relating to the Plans, including without limitation: code compliance, constructability, structural integrity, building systems, cost control, aesthetic choices, materials selection, and construction scheduling. Tenant's review and comment rights are advisory only and do not constitute approval rights. Landlord may proceed with construction based on the Plans at any time after the earlier of (i) Tenant's written approval, (ii) the expiration of the three (3) Business Day review period, or (iii) Landlord's determination in its sole discretion that the Plans are final.

3. **Target Completion Date**. Landlord shall use commercially reasonable efforts to achieve Substantial Completion of the Landlord's Work on or before August 30, 2027 (the "**Target Completion Date**"), subject to Force Majeure Delays and Tenant Delays. The Target Completion Date is an estimate only and is not a guaranteed completion date. Time is not of the essence with respect to Landlord's completion of the Landlord's Work. Failure to achieve Substantial Completion by the Target Completion Date shall not constitute a default by Landlord or breach of this Lease under any circumstances, including if caused by Landlord's contractors, subcontractors, or suppliers. Tenant expressly waives and releases any and all claims for damages, compensation, rent abatement, lease termination, or other remedy arising from or related to any delay in achieving Substantial Completion, including, without limitation, any claims for consequential damages, lost profits, business interruption, or delay damages of any kind, regardless of the cause of such delay. The Target Completion Date shall be automatically extended day-for-day for any Force Majeure Delays or Tenant Delays, and Landlord shall provide written notice to Tenant of any such extension, which notice may be provided at any time during or after the delay.

4. **Substantial Completion.** "Substantial Completion" shall occur upon: (i) completion of the Landlord's Work in substantial accordance with the Plans such that the Premises are suitable for Tenant's occupancy and use as a charter school, subject only to minor punchlist items that do not materially interfere with Tenant's ability to open and operate the charter school; and (ii) issuance of a temporary or permanent certificate of occupancy for the Premises permitting lawful occupancy for use as a school. Minor incomplete, corrective, cosmetic, or aesthetic items, landscaping punch items, or non-material deficiencies shall not prevent Substantial Completion. Substantial Completion shall be deemed to have occurred, regardless of whether all punchlist items are complete, upon the earliest of: (a) Tenant's occupancy of any portion of the Premises for the conduct of business or the operation of a charter school; (b) Tenant's acceptance of the keys or access to the Premises; (c) Tenant's installation of any furniture, fixtures, equipment, or other personal property in the Premises; or (d) the opening of the charter school to students. Upon Substantial Completion (whether actual or deemed), Landlord may deliver written notice to Tenant. Within three (3) business days after receiving any such notice or after deemed Substantial Completion occurs, the parties may conduct a joint walk-through inspection if Tenant so requests. Tenant shall deliver a written punchlist within two (2) business days after the walk-through, or if Tenant does not request a walk-through, within two (2) business days after Landlord's notice of Substantial Completion or deemed Substantial Completion. Any item, condition, or deficiency not specifically identified in writing on the punchlist shall be conclusively deemed accepted by Tenant and forever waived. Tenant shall have no right to withhold, offset, or reduce rent due to any punchlist item or any other aspect of the Landlord's Work. Punchlist items shall be limited to: (i) items specifically shown on the Plans that are incomplete or not installed; (ii) building systems or equipment that are not functional or operational; and (iii) life safety systems that are not operational. Punchlist items shall not include aesthetic preferences, design changes, cosmetic imperfections, or any matter that does not materially impair the functionality of the Premises for operation as a charter school.

5. **Completion of Punchlist Items.** Landlord shall use commercially reasonable efforts to complete bona fide punchlist items within sixty (60) days after Substantial Completion, but shall have no obligation to complete any punchlist item that: (i) was not timely included in Tenant's written punchlist delivered within three (3) business days after the walk-through; (ii) is aesthetic, cosmetic, or decorative in nature; (iii) does not materially impair the functionality of the building systems or the Premises; (iv) relates to materials, finishes, or design elements that are substantially equivalent to or reasonably similar to those shown on the Plans, even if not identical; or (v) was caused by Tenant, Tenant's agents, contractors, employees, or invitees. The existence or non-completion of any punchlist items shall not delay or excuse Tenant's obligation to pay rent commencing on the Rent Commencement Date, shall not constitute a default by Landlord, and shall not give Tenant any right to terminate this Lease, withhold or offset rent, or pursue any other remedy. Tenant's sole remedy for Landlord's failure to complete any valid punchlist item shall be to complete such item itself at its own cost and expense, and Tenant shall have no right to reimbursement or offset against rent. Landlord may, in its sole discretion, elect to pay Tenant a credit or allowance in lieu of completing any punchlist item, which credit or allowance shall be determined by Landlord in its reasonable discretion based on the estimated cost to complete such item.

6. **Tenant Delays.** "Tenant Delay" means any delay in the design, permitting, or construction of the Landlord's Work caused in whole or in part by: (i) failure to timely review, comment on, or approve (or be deemed to have approved) Plans, specifications, or other submissions; (ii) any requested changes, revisions, or modifications to the Plans or Landlord's Work; (iii) failure to provide required information, documentation, decisions, or access within the timeframes specified herein or as reasonably requested by Landlord; (iv) any interference with construction, including visiting the site, communicating with contractors or suppliers, or requesting information or updates; (v) failure to perform any obligations assigned to Tenant under this Exhibit or the Lease; (vi) Tenant-requested materials, equipment, finishes, long-lead items, specialty equipment, or any other request that extends the schedule; (vii) any act, omission, delay, or request by Tenant or its board members, officers, employees, agents, contractors, consultants, or

representatives; (viii) any requirement imposed by Tenant's lender or any other third party at Tenant's request; (ix) any governmental requirement, approval, or inspection triggered by Tenant's specific use requirements (as opposed to building code requirements for a school generally); or (x) Tenant's early access to or occupancy of the Premises prior to Substantial Completion. Each day of Tenant Delay shall extend the Target Completion Date and the Rent Commencement Date on a day-for-day basis. Landlord's determination of the occurrence and duration of any Tenant Delay shall be final and binding absent manifest error. Tenant shall reimburse Landlord within ten (10) days after invoice for any additional costs incurred by Landlord as a result of any Tenant Delay, including extended general conditions, additional fees charged by contractors, storage costs, and financing carry costs.

7. **Force Majeure Delays.** "Force Majeure Delay" means any delay in the design, permitting, or construction of the Landlord's Work resulting from events or circumstances beyond Landlord's reasonable control, including without limitation: labor shortages or disputes, supply chain disruptions, material shortages or allocation, unavailability of materials or equipment, weather events (including conditions that delay outdoor work or deliveries), soil or subsurface conditions, governmental restrictions or requirements, permit or plan review delays, utility delays or unavailability, strikes, pandemics, epidemics, public health emergencies, acts of God, fire, casualty, civil unrest, terrorism, war, changes in law, environmental issues or contamination discovered at the site, unavailability of contractors or subcontractors, contractor or subcontractor defaults or delays, design errors or omissions, requests for information (RFIs) requiring resolution, unforeseen conditions, or any other force majeure events. The Target Completion Date and the Rent Commencement Date shall be automatically extended for the duration of any Force Majeure Delay. Landlord shall have no liability to Tenant for any Force Majeure Delay, and Tenant waives any and all claims arising from or related to any such delay.

8. **Cost of Landlord's Work; Inclusion in Purchase Price.** All costs incurred by Landlord in completing the Landlord's Work shall be included in the calculation of the Purchase Price pursuant to Section 16.03(a) of the Lease and **Exhibit F**. Such costs include, without limitation: (i) architectural, engineering, and design fees; (ii) permits, plan review fees, impact fees, and governmental charges; (iii) utility connection and extension costs; (iv) contractor and subcontractor costs; (v) materials and equipment; (vi) testing and inspection costs; (vii) insurance and bonding; (viii) construction management and project management fees; (ix) construction period interest and carrying costs; (x) reasonable overhead and administrative costs directly allocable to the project; (xi) any costs resulting from Tenant Delays; (xii) any costs resulting from unforeseen conditions, changes in law, or Force Majeure events; and (xiii) any other hard or soft cost related to the Landlord's Work. Tenant acknowledges that it has no obligation to pay separately for the Landlord's Work, but that such costs shall be reflected in the final Purchase Price and amortized through Base Rent payments during the Term. Tenant further acknowledges and agrees that: (a) the cost estimate for Landlord's Work provided in **Exhibit F** is an estimate only and is not a guaranteed maximum price; (b) actual costs may exceed the estimate for any reason; (c) Landlord has no obligation to limit costs to any particular amount; (d) all actual costs incurred shall be included in the Purchase Price regardless of the amount; and (e) if at any time Landlord reasonably determines that the cost of Landlord's Work will materially exceed the estimate (by more than ten percent (10%)), Landlord may, in its sole discretion, elect to: (i) suspend or stop work and require Tenant to either approve the increased Purchase Price or accept a reduced scope of work; (ii) proceed with the work and increase the Purchase Price accordingly; or (iii) terminate this Lease upon sixty (60) days' written notice to Tenant, in which case neither party shall have any further obligation to the other except for obligations that expressly survive termination.

9. **Changes to Landlord's Work.** No change, modification, addition, or revision to the Landlord's Work or the Plans shall be made without Landlord's prior written approval, which approval may be granted or withheld in Landlord's sole and absolute discretion. If Tenant requests any change: (i) the request must be in writing and must specify in detail the requested change; (ii) Landlord shall have no obligation to respond to or consider the request; (iii) if Landlord elects to consider the request, Landlord

shall provide an estimate of cost and schedule impact in Landlord's sole discretion; (iv) Tenant must approve the cost and schedule impact in writing and pre-pay the estimated cost increase before Landlord is obligated to proceed; (v) all additional costs (including the estimated cost plus any actual cost overruns) shall be included in the Purchase Price pursuant to Section 16.03(a) and **Exhibit F**; (vi) any resulting delay shall constitute a Tenant Delay and shall extend the Target Completion Date and Rent Commencement Date accordingly; and (vii) Tenant shall have no right to rescind or cancel any change order once approved and work has commenced. Landlord shall not be obligated to approve or implement any change that: (a) materially affects structural systems, building systems, code compliance, or the building envelope; (b) increases costs or extends the schedule; (c) affects Landlord's financing requirements, lender approvals, or budget; (d) requires redesign or re-permitting; or (e) is not consistent with the intended use of the Premises as a charter school. Landlord may make any changes to the Plans or Landlord's Work that Landlord deems necessary or appropriate without Tenant's consent, including without limitation changes required for code compliance, constructability, cost control, or to address unforeseen conditions, provided such changes do not materially and adversely alter the overall functionality of the Premises for use as a charter school.

10. **Limited Warranty; Post-Warranty Responsibility**. Landlord shall use commercially reasonable efforts to cause the general contractor and major subcontractors to provide standard warranties against defects in workmanship and materials for a period of one (1) year after Substantial Completion (the "**Warranty Period**"). Landlord makes no representation that any particular warranty will be provided or that any warranty will cover any particular item, system, or component. Landlord's sole obligation with respect to any contractor or supplier warranties shall be to assign or pass through such warranties to Tenant, if and to the extent assignable, upon Tenant's written request. Tenant acknowledges and agrees that: (i) any warranty provided by a contractor, subcontractor, supplier, or manufacturer is provided by such third party, not by Landlord; (ii) Landlord makes no representation or warranty concerning the validity, enforceability, scope, or adequacy of any third-party warranty; (iii) Tenant's sole remedy for any defect or deficiency in the Landlord's Work during the Warranty Period is to pursue a claim directly against the contractor, subcontractor, supplier, or manufacturer under any applicable warranty, and Landlord shall have no obligation to enforce, prosecute, or facilitate any such warranty claim on Tenant's behalf (although Landlord may elect to do so in its sole discretion); (iv) Landlord shall have no liability for any failure of a contractor, subcontractor, supplier, or manufacturer to honor or perform under any warranty; and (v) routine maintenance, normal wear and tear, consumables, and any damage caused by Tenant or Tenant's use of the Premises are excluded from any warranty and are Tenant's sole responsibility from and after Substantial Completion. EXCEPT FOR THE FOREGOING LIMITED WARRANTY PASSTHROUGH, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS EXHIBIT OR THE LEASE, LANDLORD MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION, QUALITY, SUITABILITY, FITNESS FOR ANY PURPOSE, DESIGN, CONSTRUCTION, WORKMANSHIP, MATERIALS, OR COMPLIANCE WITH LAWS OF THE LANDLORD'S WORK OR THE PREMISES. LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY. Upon expiration of the Warranty Period (as referenced in Section 3.01 of the Lease), Tenant shall be solely and exclusively responsible for all maintenance, repair, replacement, and capital improvements relating to the Landlord's Work and the Premises in accordance with Article V of the Lease, without any right of contribution, indemnity, or reimbursement from Landlord.

11. **No Separate Agreement; Lease Controls**; Final Acceptance. This Exhibit is part of the Lease and is not a separate construction or design agreement. In the event of a conflict between this Exhibit and the Lease, the Lease shall control unless expressly stated otherwise. Tenant acknowledges and agrees that: (i) Tenant has no right to participate in, supervise, direct, or control the construction of the Landlord's Work; (ii) Tenant has no right of access to the Premises or the construction site at any time prior to Substantial Completion without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion; (iii) Landlord owes no duty to Tenant with respect to the means, methods,

techniques, sequences, or procedures of construction; (iv) Tenant has no privity of contract with any contractor, subcontractor, supplier, or design professional engaged by Landlord; and (v) Tenant's rights with respect to the Landlord's Work are strictly and exclusively limited to those expressly set forth in this Exhibit and the Lease. Upon the earlier of (a) Tenant's occupancy of the Premises, (b) the Rent Commencement Date, or (c) Tenant's execution of the Rent Commencement Date Memorandum (**Exhibit C**), Tenant shall be deemed to have accepted the Premises and the Landlord's Work in their then-current condition (subject only to valid punchlist items timely submitted in accordance with Section 4 above), and such acceptance shall constitute Tenant's acknowledgment that the Landlord's Work has been completed in accordance with this Exhibit and the Lease and that Landlord has satisfied all of its obligations with respect to the Landlord's Work, except for completion of valid punchlist items. From and after such acceptance, Tenant waives and releases any and all claims against Landlord relating to the Landlord's Work, the design or construction of the improvements, or the condition of the Premises, except for claims arising from Landlord's failure to complete valid punchlist items during the Warranty Period.

EXHIBIT B-1**DESCRIPTION OF THE LANDLORD'S WORK**

Tulsa Facilities, LLC Tulsa Honor Academy Middle Approved Budget					
CIP CODE	Category	Description		Approved Budget	Notes & Comments
Cost Code	OWNER COSTS	SUBTOTAL		\$ 455,000	Land costs, legal, tax consultants, survey, closing costs
60	Land / Building	Property purchase		\$280,000	
61	Legal			\$5,000	
62	Insurance				
64	Phase 1 Env			\$3,200	
66	ALTA			\$0,000	
70	Permits & Fees				
63	Project Management-LINKLFP			\$147,000	
69	Building Scan/As-Buils			\$5,000	
65	Misc.			\$8,800	
	DESIGN COSTS	SUBTOTAL		\$ 395,000	Architectural, MEP, Fire Protection, Structural and Civil design necessary.
30	Architectural			\$395,000	
31					
	CONSTRUCTION COSTS	SUBTOTAL		\$ 5,680,000	Total renovation/construction cost.
20B	Building Construction			\$5,150,000	
21	Temporary Measures/Utilities				
0.00	Contingency			\$515,000	
88	Owner Testing			\$15,000	
	PROJECT TOTAL (First Cost)			\$ 6,530,000	

Tulsa Honor Academy Middle School

- Minor paving and sidewalk repair
- Replace roof
- Update plumbing systems
- Replace mechanical system
- Significant update to electrical system
- Upgrade security system
- Update kitchen equipment
- Asbestos abatement
- Update access to comply with current ADA requirements

EXHIBIT C

[TO BE COMPLETED BY LANDLORD AND TENANT PURSUANT TO SECTION 1.02]

RENT COMMENCEMENT DATE MEMORANDUM

This Rent Commencement Date Memorandum ("**Memorandum**") is executed pursuant to Section 1.02 of that certain Lease Agreement dated July 1, 2026, (the "**Lease**"), by and between **TULSA FACILITIES, LLC**, a Delaware limited liability company ("**Landlord**"), and **TULSA HONOR ACADEMY**, an Oklahoma nonprofit corporation ("**Tenant**"), concerning the Premises located at 209 S. Lakewood Ave., Tulsa OK 74112, and legally described in **Exhibit A**. The parties hereby confirm and agree as follows:

1. **Rent Commencement Date.** The Rent Commencement Date is: July 1, 2026. Tenant's obligation to pay Base Rent under the Lease commences on the Rent Commencement Date.
2. **Lease Term Dates.**
 - a. *Effective Date* (Lease execution): July 1, 2026
 - b. *Rent Commencement Date*: July 1, 2026
 - c. *Expiration Date*: June 30, 2031. Unless sooner terminated or extended as provided in the Lease, the Term shall expire on the Expiration Date.
3. **Certificate of Occupancy.** The certificate of occupancy for the Premises was issued previously.
4. **First Rent Payment.** The first Base Rent payment is due on: October 1, 2026
5. **Rent Schedule.** The parties hereby confirm and finalize the Rent Schedule, which is attached hereto and shall hereafter constitute and serve as **Exhibit D**.
6. **Incorporation by Reference.** All capitalized terms used but not defined herein have the meanings set forth in the Lease. This Memorandum is attached to and made a part of the Lease.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of _____, 20__.

TENANT:

Tulsa Honor Academy ,
an Oklahoma nonprofit corporation

By: _____

Name: _____

Title: _____

LANDLORD:

TULSA FACILITIES, LLC, a Delaware limited
liability company

By: _____

Name: _____

Title: _____

EXHIBIT D**BASE RENT SCHEDULE**

Year 1 Base Rent is fixed while Years 2-5 Base Rent is variable as described below.

Year 1 Base Rent shall be a fixed annual amount of \$290,000.00 ("**Year 1 Fixed Rent**"), payable in three equal installments of \$106,666.66 each on the first day of October, 2026; January 1, 2027 and April 1, 2027 during Lease Year 1.

Commencing with Lease Year 2 and continuing through the remainder of the Term, Base Rent for each Lease Year shall equal twelve percent (12%) of the total annual amount received by Tenant from state and local government sources to fund Tenant's operations during the immediately preceding Lease Year ("**Government Funding Receipts**"), as determined and documented in accordance with the following provisions:

1. Determination of Government Funding Receipts. "Government Funding Receipts" means all funds received by Tenant from state and local governmental sources during a Lease Year to fund Tenant's educational operations at the Premises, including, without limitation, per-pupil state aid, local district pass-through funding, state categorical funding, and any other recurring governmental appropriations or allocations attributable to Tenant's student enrollment and operations. Government Funding Receipts shall exclude: (a) federal grant funds; (b) private grants or donations; (c) one-time or non-recurring governmental grants; and (d) capital funding not allocated to operations.

2. Annual Certification. No later than September 1st of each Lease Year (beginning with Lease Year 2), Tenant shall deliver to Landlord a written certification, signed by an authorized officer of Tenant and accompanied by supporting documentation (including audited financials or official government funding statements), setting forth the total Government Funding Receipts for the immediately preceding Lease Year and the resulting Base Rent calculation for the current Lease Year.

3. Quarterly Installments. Base Rent for Lease Years 2 through 5 shall be payable in equal quarterly installments, calculated based on the certified Government Funding Receipts for the preceding Lease Year. Pending delivery of Tenant's annual certification, Tenant shall continue to pay quarterly installments at the prior Lease Year's rate, with a true-up payment (or credit) due within thirty (30) days after the certification is delivered.

5. Landlord Audit Right. Landlord shall have the right, upon reasonable prior written notice, to audit or review Tenant's books, records, and governmental funding documentation to verify the accuracy of any Government Funding Receipts certification. If an audit reveals an underpayment of Base Rent, Tenant shall pay the deficiency within fifteen (15) days after written demand, together with interest at the rate of ten percent (10%) per annum from the date such amount was due. The cost of any audit revealing an underpayment of five percent (5%) or more shall be borne by Tenant.

[NOTE: The Rent Commencement Date shall be established pursuant to Section 1.02 by written memorandum attached as **Exhibit C**. The Base Rent Schedule periods shown above shall be calculated from the Rent Commencement Date established in **Exhibit C**.]

Base Rent is due and payable in arrears on the first day of each calendar quarter during the Term, as provided in Section 2.01.

EXHIBIT E

[COMPLIANCE AGREEMENT]

EXHIBIT F**PURCHASE PRICE AND RENT CREDIT LEDGER**

This Exhibit provides the templates and ledger format for tracking the Purchase Price and Rent Credits as defined in Section 16.03 of the Lease. All capitalized terms used herein have the meanings set forth in Section 16.03 unless otherwise defined. For the substantive rules governing Purchase Price calculation, Rent Credits, Reducing Rent Payments, Non-Reducing Rent Payments, and related matters, refer to Section 16.03 of the Lease, which controls in the event of any conflict.

This Exhibit sets forth the estimated and final Purchase Price for the Premises, the rent credit schedule, and the net purchase price due at closing. This Exhibit shall be updated and amended periodically as provided herein.

I. BASELINE PURCHASE PRICE

The following is the initial estimated Purchase Price based on projected costs as of the Effective Date:

TOTAL PURCHASE PRICE: \$_____

II. ONGOING PURCHASE PRICE ADJUSTMENTS DURING THE TERM

Pursuant to Section 16.03(b) and Section 5.01(d) of the Lease, the Purchase Price shall be adjusted during the Term to account for all costs incurred by Landlord after the {Effective Date?} and Rent Reducing Payments.

[TO BE UPDATED ANNUALLY DURING THE TERM]

Date of Update: _____

Cumulative Costs Added to Purchase Price:

(a) Tenant-Requested Changes (Section 1.04(f)): \$_____

(b) Other Costs Incurred After Certificate of Occupancy: \$_____

TOTAL ADDITIONS

(excluding Landlord Maintenance - see Section V): \$_____

CURRENT PURCHASE PRICE CALCULATION:

Baseline Purchase Price (from Section I): \$_____

Plus: Additions (Section II): \$_____

Plus: Landlord Maintenance Costs: \$_____

CURRENT TOTAL PURCHASE PRICE (before rent credits): \$_____

Less: Total Reducing Rent Payments (cumulative): (\$_____)

NET PURCHASE PRICE DUE AT CLOSING (current): \$_____

For informational Purposes: Total Non-Reducing Rent Payments (not credited): \$_____

EXHIBIT E TO LEASE AGREEMENT

COMPLIANCE AGREEMENT

LANDLORD: **TULSA FACILITIES, LLC**, a Delaware limited liability company

TENANT: **TULSA HONOR ACADEMY MIDDLE SCHOOL**
an Oklahoma nonprofit corporation

PROPERTY: 209 S. Lakewood Ave., Tulsa OK 74112

EFFECTIVE DATE: **July 1, 2026**

This Compliance Agreement (this "Agreement") is entered into as of the Effective Date set forth above, in connection with that certain Lease Agreement of even date herewith between Landlord and Tenant with respect to the Property described above (the "Lease"), the terms of the Lease being incorporated herein by reference as if restated in its entirety. Any capitalized terms not defined herein shall have the meanings assigned to them in the Lease. This Agreement sets forth certain operational, financial, and reporting requirements that Tenant must satisfy during the term of the Lease. Tenant acknowledges that Landlord's willingness to enter into the Lease and to provide the charitable benefits described therein is predicated upon Tenant's compliance with the terms set forth herein.

As used in this Agreement: (a) "Reporting Item" means an informational reporting obligation; failure to timely provide a Reporting Item shall be subject to notice and cure provisions, but shall not automatically trigger financial penalties or constitute an immediate default; (b) "Covenant Violation" means a breach of a substantive covenant or failure to meet a specified performance standard; Covenant Violations are subject to the cure and escalation procedures set forth in Section 11 hereof; (c) "Core Default" means a material breach that shall constitute an immediate Event of Default under the Lease with no notice or cure period, entitling Landlord to exercise remedies including termination of the Lease.

SECTION 1. ENROLLMENT HEALTH.

1.1 Free and Reduced Lunch Threshold. Tenant shall annually report the percentage of free and reduced lunch students. If, based on Tenant's annual report for the applicable school year, Tenant falls below forty percent (40%) of free and reduced lunch students served in a school year, such failure shall constitute a Core Default. [Core Default]

1.2 Planned Enrollment Targets. Tenant's planned enrollment by year is as follows:

2026 - 2027 360
2027 - 2028 370
2028 - 2029 380
2029 - 2030 380
2030 - 2031 380

For purposes of this Agreement and the Lease, the enrollment target for the final year set forth in the table above shall constitute the "Projected Full Enrollment" as defined in Section 1.03(d) of the Lease.

(a) If, based on the official student count submissions required under Section 1.3, Tenant dips below the planned enrollment for the applicable year by fifteen percent (15%) or more in a school year, Tenant shall provide an improvement plan for increasing enrollment, via email, to Landlord within thirty (30) days after such deficiency is identified, pursuant to the cure procedures described in Section 11. [Covenant Violation].

(b) If, based on the official student count submissions required under Section 1.3, Tenant dips below the planned enrollment for the applicable year by twenty-five percent (25%) or more in a school year, Tenant shall be in violation of this provision and subject to the escalation procedures described in Section 11. [Covenant Violation]

1.3 Official Student Count. Tenant shall provide to Landlord the official student count for Tenant operated on the Property (the "School"), to include categorical numbers, by October 1 and February 1 of each school year (or, if such date is not a business day, the next business day thereafter). [Reporting Item]

1.4 [Reserved]

1.5 Student Retention. A minimum of eighty percent (80%) of students will be retained during the course of each year and from one year to the next, with the exception of students moving out of Tenant's district. Tenant shall annually report student retention rates by October 1st of each year. [Reporting Item]

1.6 Average Daily Attendance. Tenant will maintain a minimum of eighty-five percent (85%) Average Daily Attendance ("ADA") measured on an annual basis. Tenant shall report ADA annually by October 1st of each year. [Reporting Item]

1.7 No Interim Enrollment Reporting. Except for the official student count reports required under Section 1.3, Tenant shall have no obligation to provide interim enrollment updates or notifications to Landlord.

SECTION 2. PROPERTY & GENERAL LIABILITY INSURANCE.

2.1 Insurance Certificates Required. Tenant shall annually provide to Landlord official insurance certificates from Tenant's insurance provider, as applicable, exhibiting appropriate insurance coverage as required by the Lease. [Core Default]

2.2 Timing of Submission. Tenant shall provide: (a) the insurance certificate no later than the day the current certificate expires; (b) endorsements no later than fourteen (14) days after the renewed certificate date; and (c) full policies no later than thirty (30) days from the renewal date. [Core Default]

SECTION 3. FINANCIAL HEALTH.

3.1 Public Charity Status. Tenant shall maintain its status as a public charity under the Internal Revenue Code throughout the term of the Lease. Tenant shall provide to Landlord an annual written certification, signed by an authorized officer of Tenant, certifying that Tenant continues to maintain its public charity status, by October 1st of each year. Failure to maintain public charity status shall constitute a Core Default. [Core Default]

3.2 Restrictions on Incurrence of Debt. Tenant shall not incur any additional debt without Landlord's prior written consent. In connection with any proposed incurrence of additional debt, Tenant shall provide Landlord with at least thirty (30) days' prior written notice of any such proposed debt, together with a description of the proposed debt, the amount, the lender or creditor, the purpose, and the proposed terms.

(a) If Tenant incurs any additional debt without Landlord's prior written consent, Tenant shall be in violation of this provision and subject to the cure and escalation procedures set forth in Section 11, including, without limitation, the requirement to submit an improvement plan. [Covenant Violation]

(b) Notwithstanding the foregoing, if Tenant incurs unauthorized additional debt that (i) exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00) individually or in the aggregate, or (ii) materially impairs Tenant's ability to meet its monetary or other obligations under the Lease, as determined by Landlord in its reasonable discretion, such violation shall constitute a Core Default and an immediate Event of Default under the Lease, with no cure period, and Landlord shall have the immediate right to exercise any and all remedies available under the Lease and applicable law, including without limitation termination of the Lease. [Core Default]

3.3 Annual Audited Financial Statements. Tenant shall provide annual audited financial statements for Tenant by October 1st of each year. Such financial statements must demonstrate that Tenant has no significant findings and remain in good standing with the State Board of Education. [Covenant Violation]

3.4 Days Cash on Hand. Tenant shall maintain, with respect to the operations of Tenant at the Property, a minimum number of days cash on hand as follows (measured annually at fiscal year end based on Tenant's audited financial statements):

Year 1 SY 2027: 30 days
Year 2 SY 2028: 60 days
Year 3 SY 2029: 90 days
Year 4 SY 2030: 90 days
Year 5 SY 2031: 90 days

If days cash on hand dips below the threshold for any given fiscal year, Tenant shall submit a plan for increasing days cash on hand, via email, to Landlord within thirty (30) days after such deficiency is identified in the audited financial statements. [Covenant Violation]

3.5 Board-Approved Budget. Tenant shall annually provide the board-approved budget for the current school year to Landlord by October 1st of each year. [Reporting Item]

3.6 Actuals to Budget Analysis. Tenant shall provide an actuals to budget analysis for Tenant (if available) on a quarterly basis, beginning October 1st of each year. [Reporting Item]

SECTION 4. EXIT STRATEGY.

4.1 Financing Exit Strategy. Tenant shall provide a memorandum to Landlord that includes a financing exit strategy, including long-term financing options and efforts toward purchasing the Property, no later than sixty (60) days before Tenant reaches full enrollment or three hundred sixty-five (365) days before the expiration of the term of the Lease, whichever comes first. [Reporting Item]

SECTION 5. STAFF RETENTION RATE.

5.1 Teacher Retention Reporting. Tenant shall report the annual retention rate of teachers for each academic year by October 1st each year. [Reporting Item]

SECTION 6. TESTING REQUIREMENTS.

6.1 Normed Testing. Tenant shall rank in the 50th percentile or above of the Northwest Evaluation Association Measures of Academic Progress assessment metric. Tenant shall report the results annually by June 30th. If, based on Tenant's annual report for the applicable school year, Tenant fails to meet this standard, such failure shall constitute a Core Default. [Core Default]

6.2 State Test - School Letter Grade. Based on Tenant's annual state rating report, Tenant shall not be categorized as Level 5 support under the state ESSA plan, or receive a state school report grade of "D" or "F". Tenant shall report Tenant's state rating annually by October 1st.

(a) If Tenant's annual state rating report reflects a "D" rating at any time during the term of the Lease, Tenant must submit a written improvement plan, via email, to Landlord by the end of the calendar year in which the rating is received, detailing how Tenant plans to improve the rating, subject to the cure and escalation procedures set forth in Section 11. [Covenant Violation]

(b) If Tenant's annual state rating report reflects an "F" rating, or is categorized as Level 5 support under the state ESSA plan, at any time during the term of the Lease, such result shall constitute a Core Default. [Core Default]

SECTION 7. GRADUATE REQUIREMENTS (HIGH SCHOOLS ONLY).

7.1 Graduation and College Readiness. If Tenant includes high school grades, each year Tenant will have at least a ninety-five percent (95%) graduation rate, and one hundred percent (100%) will be deemed college and career ready. Tenant shall report such metrics annually by October 1st. [Reporting Item]

SECTION 8. FACILITY INSPECTION, MONITORING, & MAINTENANCE.

8.1 Facility Obligations. The Property represents a significant dollar investment. Maintenance, monitoring, and inspections by Tenant will ensure the Property lasts the maximum length of time. Tenant shall comply with the following requirements and, upon Landlord's request or through Tenant's maintenance software system, submit evidence of compliance annually by October 1st: [Covenant Violation]

(a) Signed maintenance agreements between Tenant and service providers for all building systems requiring regular maintenance, including but not limited to HVAC systems.

(b) Signed monitoring agreements between Tenant and service providers for all systems requiring monitoring, including but not limited to fire alarm, elevator, and security systems.

(c) Copies of all inspections submitted to the state.

(d) Upon Landlord's request, Tenant shall participate in up to three (3) Property walk-throughs annually, where Landlord and Tenant physically walk the site to ensure proper maintenance is being completed.

(e) Tenant shall use a system that generates scheduled and completed maintenance work orders for the Property. Reports shall be made available to Landlord upon request.

(f) Tenant shall comply with all additional facility maintenance requirements as otherwise agreed by the parties.

SECTION 9. PAYMENT OF TAXES.

9.1 Tax Payment Reporting. In the event any ad valorem, special assessment, or any other taxes are levied or assessed against the Property, Tenant shall furnish Landlord with receipts or tax statements marked "Paid" to evidence the payment of all taxes levied on the Property, no later than thirty (30) days after the payment's due date. Tenant shall also include such tax payment evidence in its annual compliance reporting. [Covenant Violation]

9.2 Application for Property Tax Exemption. Tenant shall apply as soon as practical for ad valorem tax exemption based on Tenant's status as a school and/or nonprofit and operations as a school on the Property. Should Tenant receive such an exemption, or be denied, Tenant shall promptly notify Landlord in writing no later than fifteen (15) business days after written approval or denial is received. [Covenant Violation]

SECTION 10. OPERATIONAL HEALTH.

10.1 Operational Check-In Meetings. Tenant shall participate in brief check-in calls (via Zoom or similar platform) with Landlord and school leadership to discuss overall operational health of Tenant, three (3) times per year (in November, February, and April). [Reporting Item]

10.2 Board and Leadership Turnover. Tenant shall provide a written report to Landlord identifying: (a) any changes to Tenant's board of directors, including the names and qualifications of any new board members and the names of any departing board members; (b) any changes to Tenant's executive leadership team, including Tenant leader/principal, chief executive officer, chief financial officer, and any other C-suite or senior leadership positions, including the names and qualifications of any new leaders and the names of any departing leaders; and (c) a brief explanation of the reason for any departure (resignation, termination, retirement, etc.) and the impact, if any, on school operations. Such report shall be provided annually by October 1st of each year. [Reporting Item]

10.3 Designated Software. Tenant shall use, implement, and maintain any reporting, compliance, or performance monitoring software or platform designated by Landlord from time to time ("Designated Software") as required by Section 4.01(g) of the Lease. All annual reports, data, and documentation required under this Agreement shall be entered, uploaded, or transmitted through the Designated Software in the format and on the schedule required by Landlord, in addition to any direct delivery obligations set forth herein. Tenant shall provide Landlord and Landlord's designees with the level of access to Tenant's accounts within the Designated Software as specified by Landlord. Failure to implement or maintain the Designated Software, to enter required data on a timely basis, or to provide Landlord with required access shall constitute a Reporting Item failure subject to the cure procedures and remedies set forth in Section 11. [Reporting Item]

SECTION 11. GENERAL PROVISIONS.

11.1 Cure Procedures.

(a) Reporting Item Violations. If Tenant fails to timely provide any Reporting Item, Landlord shall provide Tenant with written notice specifying the deficiency. Tenant shall have fifteen (15) business days from receipt of such notice to provide the required Reporting Item or otherwise cure the deficiency. If Tenant fails to cure within such fifteen (15) business day period, Landlord may exercise the remedies set forth in Section 11.2(a).

(b) Covenant Violations. In the event of a Covenant Violation (other than a Core Default), Landlord shall provide Tenant with written notice specifying the violation. Tenant shall have thirty (30) days from receipt of such notice to cure such violation or, if such violation cannot reasonably be cured within thirty (30) days, to commence cure within such period and thereafter diligently prosecute the same to completion. If Tenant fails to timely cure any Covenant Violation (or commence and diligently pursue cure as provided above), Landlord may exercise the remedies set forth in Section 11.2(b).

(c) **Core Defaults.** A Core Default shall constitute an immediate Event of Default under the Lease with no notice or cure period, as further described in Section 11.2(c).

11.2 Specific Remedies by Violation Type. The parties acknowledge that the violations described in this Agreement fall into three categories of increasing severity, with corresponding remedies as follows:

(a) *Reporting Items.* If Tenant fails to cure a Reporting Item violation within the fifteen (15) business day cure period provided in Section 11.1(a), Landlord may, in its sole discretion, exercise one or more of the following interim remedies: (i) require Tenant to provide enhanced monthly reporting on the subject matter of the missed Reporting Item for the following twelve (12) months; and/or (ii) require a meeting between Tenant's executive leadership and Landlord to discuss the reporting deficiency and establish improved reporting protocols. If the Reporting Item violation remains uncured following the expiration of the cure period set forth in Section 11.1(a), such uncured violation shall automatically escalate to and be treated as a Covenant Violation, subject to the cure period and remedies set forth in Section 11.1(b) and Section 11.2(b).

(b) *Covenant Violations.* If Tenant fails to timely cure a Covenant Violation (or commence and diligently pursue cure) within the cure period provided in Section 11.1(b), Landlord may, in its sole discretion, exercise one or more of the following interim remedies: (i) impose enhanced reporting requirements, including monthly financial statements and operational updates; (ii) require quarterly meetings between Tenant's board of directors and Landlord to review compliance status and operational performance; (iii) require Tenant to engage, at Tenant's expense, a third-party consultant acceptable to Landlord to address the deficiency and report to Landlord; and/or (iv) designate any future Base Rent payments as Non-Reducing Rent Payments (as defined in the Lease) for so long as the violation remains uncured, pursuant to Section 4.03(b)(ii) of the Lease. If the Covenant Violation remains uncured following the expiration of the cure period set forth in Section 11.1(b) (as may be extended pursuant to the diligent cure provisions thereof), such uncured Covenant Violation shall automatically escalate to and constitute a Core Default, subject to the immediate remedies set forth in Section 11.2(c).

(c) *Core Defaults.* In the event of a Core Default, Landlord may immediately, without notice or cure period: (i) declare an Event of Default under the Lease; (ii) terminate the Lease and require Tenant to immediately vacate and surrender the Premises; (iii) with the approval of the applicable Charter School Authorizing Agency where required by applicable law, transfer the Premises to a different charter school operator; (iv) charge and collect interest at the default rate set forth in the Lease from the date of the Core Default; (v) exercise all rights and remedies available under the Lease and applicable law, including without limitation those set forth in Article XII of the Lease; and/or (vi) pursue any and all other remedies available at law or in equity. Landlord's exercise of any remedy shall not preclude the exercise of any other remedy, and all remedies shall be cumulative.

11.3 Cooperation and Document Accuracy. Tenant agrees to cooperate, adjust, initial, re-execute, and re-deliver any and all documents related to the Lease or this Agreement if deemed necessary or desirable in the reasonable discretion of Landlord. It is the intention of Tenant that

all documentation for these transactions and all payments or disbursements made shall be an accurate reflection of the parties' agreement and that each party shall pay all costs and expenses contemplated by their agreement and/or dictated by custom and usage in this area.

11.4 Reliance. Tenant acknowledges and agrees that Landlord is relying upon this Agreement and the covenants herein in entering into the Lease and providing the charitable benefits described therein.

11.5 Survival. The obligations set forth in this Agreement shall survive the execution of the Lease and shall remain in effect for so long as the Lease remains in effect, unless otherwise specified herein.

[Signature Page to Follow]

Effective as of the Effective Date set forth above.

TENANT:

Tulsa Honor Academy Middle School,
an Oklahoma nonprofit corporation

By: _____

Name: _____

Title: _____

Coversheet

Approval of the 2026-2027 Food Service Management RFP for Opaa! Food Management, Inc.

Section: VI. Action Agenda II
Item: H. Approval of the 2026-2027 Food Service Management RFP for Opaa!
Food Management, Inc.
Purpose: Vote
Submitted by:
Related Material:
THA - Opaa! Food Service Management Company Contract - 2026-2027.pdf

**OKLAHOMA STATE DEPARTMENT OF EDUCATION
(OSDE)**

CHILD NUTRITION PROGRAMS

FOOD SERVICE MANAGEMENT COMPANY (FSMC)

REQUEST FOR PROPOSAL (RFP)

School District: Tulsa Honor Academy

County/District Code: 72E018

**January 2026
(School Year 2026-2027)**

USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or **fax:** (833) 256-1665 or (202) 690-7442;
or **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

ASSURANCE

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

This publication, printed by the Oklahoma State Department of Education Printing Services, is issued by the Oklahoma State Department of Education. Zero copies have been prepared and distributed using Child Nutrition Programs (CNP) federal funds at a cost of \$. JANUARY 2026.

GENERAL INFORMATION

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for **Tulsa Honor Acad** School, hereinafter referred to as the **School Food Authority (SFA)** or **District**, from July 1, 2026 to June 30, 2027, with the option of four 1-year renewals with mutual agreements between the SFA and the Food Service Management Company (FSMC) beginning July 1 of each subsequent year.

The offerer or FSMC will be referred to as the **FSMC**, and the contract will be between the FSMC and the SFA.

The successful FSMC shall manage the school programs in a manner that best fulfills the following program objectives of the SFA:

1. To provide appealing and nutritionally sound reimbursable meals according to the programs selected on **page 11** for students as economically as possible.
2. Increase participation at all levels of the program by improving food quality at the service point, by upgrading equipment and facilities, by seeking student and parent input, by successful menu variation and planning, by use of excellent marketing techniques, and with a strong emphasis on public relations.
3. Provide a management staff and structure to ensure that the District's school food authority is one of consistent top quality and of positive regard by students, staff, and the public.
4. Establish a formal structure to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.
5. Establish and conduct management and staff training programs that will ensure staff development, proper supervision, and consistent quality control, both in production and service.
6. Continue to move forward operating a school food service program that is self-sufficient and does not require any subsidy from regular school funds.
7. To promote nutritional awareness whenever the food service can interface with District programs.
8. Provide a financial reporting system that meets federal and state requirements.
9. Provide District administration with monthly operating attachments and information regarding the food service program.

School District: Tulsa Honor AcademyCounty/District Code: 72E018

FIXED-PRICE CONTRACT REQUEST FOR PROPOSAL

Competitive Proposal—the FSMC will be paid at a fixed rate per meal/lunch equivalent.

The fixed price must include all labor (including bonuses, if any) and expenses as shown below. They may not be charged back to the SFA in any other manner. *The proposed fixed price should not include, or net out, the value of commodities (USDA Foods)*

- a. Menu development specific to the operation
- b. Nutrition education materials and program expense
- c. Design services specific to the operation
- d. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings
- e. Personal representation, visitation, and coverage on a regular basis by a principal of FSMC
- f. All accounting
- g. All payroll costs and documentation
- h. Administrative dietetic, nutritional, sanitation, and personnel advice
- i. All costs incurred in hiring and relocating, if necessary, the FSMC management team
- j. All training costs for FSMC employees
- k. All travel costs for training for FSMC employees
- l. All miscellaneous costs to operate the program: i.e., consumable marketing materials, posters, menu templates, proprietary printed materials
- m. One-time performance bond
- n. Depreciation for major new marketing programs as negotiated and approved in writing by the superintendent in advance

To be completed by the FSMC:

*Fixed Price Per Meal/Lunch Equivalent: \$ 4.15

- A. The fixed price per meal/lunch equivalent will be subject to an annual escalation/de-escalation provision, made at the time of contract renewal (if any), based on the Consumer Price Index (CPI) for Food Away From Home. The specific CPI used will be: equal to the CPI for all Urban Consumers, as of March of the current year (rounded down to the nearest cent). The only price increase allowed once contract is signed by both parties is the increase in the CPI.

* Because some of the provisions of the new meal pattern requirements do not go into effect until later, the FSMC needs to be aware of the new meal pattern implementation timeline. ***Refer to the Appendix.***

B. Award Criteria:

Proposals will be evaluated by a committee (3-5 people) against the following criteria, with assigned weights in the following categories. Each area of the award criteria must be addressed in detail in the proposal. ***(NOTE: Price is the primary factor in the award of a contract when using competitive proposals. Awards will be made to the responsible firm whose proposal is most advantageous to the program, taking into account price and other relevant factors. Reference 2 CFR 200.320[d][4].)***

****Note: You do not have to list points for every criterion listed below. It is required to have the highest points for price. The district can also mark out criteria and create your own.***

Weight	Criteria
(50) points	Price
(10) points	Food Quality and/or Specifications
(10) points	Menu and/or Menu Options
(10) points	Employee Training and Professional Standards
() points	FSMC Investment and/or Guarantee Return
() points	Increased Participation, Promotion of NSLP/SBP Program, and/or Nutrition Education
(10) points	Accounting and Reporting Systems
(10) points	Customer Service or References (3 current references and a history of lost accounts)
() points	_____
() points	_____
100	Total Points

- C. Preproposal Meeting ☒ (complete section C) ☐ Preproposal meeting will not be conducted (skip section C)

A meeting with interested offerers to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on April 30, 2026 at 12pm,

Location: 1421 S. Sheridan Rd. Tulsa, OK 74112

Attendance is ☐ required ☒ not required

Vendor presentations: ☐ will ☒ will not be scheduled at this time.

Fax or e-mail any technical issue and specification questions pertaining to the Request for Proposal (RFP) to the District at N/A (Fax) or compliance@tulsa-honor.org (E-Mail Address) **no later than April 23, 2026 at 12pm** (Time and Date) and follow these guidelines:

- Specifically reference the section of the RFP in question. These questions will be addressed at the preproposal meeting and then distributed in the form of an addendum. Vendors are requested to bring a copy of the solicitation to the conference.
- The purpose of this conference is to allow the district the opportunity to provide the clarification, respond to questions from potential offerers relative to any facet of this solicitation, and to entertain suggestions for improvement of this document and/or the program.
- The site tour will begin following the preproposal conference. Prospective offerers are to notify the District of their intent to participate by 12pm (Time) April 23, 2026 (Date), So transportation may be made available. Participation in the tour is limited to 2 representatives per offerer. Each FSMC interested must notify Alison Moore (Name of SFA Official) at compliance@tulsa-honor.org (E-Mail Address).

Prior to and after the preproposal conference, no oral interpretation will be made to any FSMC as to the meaning of the specification. Every interpretation will be in the form of a written addendum to the specification issued by the District and mailed to each interested FSMC of record.

D. Proposal Submission and Award

1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. Return this RFP document with all attachments filled out as required and signed, along with the following items.
 - a. LETTER OF TRANSMITTAL. The Letter of Transmittal is to include:
 - (1) An introduction of the FSMC.
 - (2) The name, address, and telephone number of the person to be contacted, along with others authorized to represent the company in dealing with the RFP.
 - b. EXECUTIVE SUMMARY. Provide an Executive Summary which:
 - (1) Briefly describes the FSMC's approach to the proposal.
 - (2) Indicates any major requirements that cannot be met by the FSMC.
 - (3) Highlights the major features of the proposal and identifies any supporting information considered pertinent.

In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Executive Summary.

- c. DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain at least the following information:
 - (1) *Service's Capability/Plan*
 - (a) Submit in writing definite goals/specific recommendations for improved current operations to include estimated increases in student participation and any changes to personnel and equipment.
 - (b) FSMC shall submit with its proposal a transition plan which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.
 - (c) Describe the variety of menu offerings to be made available in your service plan and at what frequency.
 - (d) FSMC shall submit a proposed organizational chart for the on-site FSMC management team.
 - (2) *Experience References*
 - (a) Describe the FSMC's experience as managers and consultants of food service operations in general and public schools in particular.
 - (b) Include a list of any similar operations and locations where the FSMC is operating food service programs. Include the number of meal/meal equivalents served daily. Note any that operate the School Breakfast Program (SBP) and the National School Lunch Program (NSLP). List name and phone number of five references of the client administrator capable of commenting on the FSMC's performance, as well as the annual budget for each location.
 - (c) Include résumés or listings of the qualifications of the proposed resident food service director (FSD) candidates. FSD candidates must meet USDA Professional Standard requirements. Final determination of the FSD must have the approval of the district.
 - (d) Include résumé and background of person who will supervise the work of the resident FSD and how the FSMC will ensure the best performance. Describe the FSMC's internal criteria for bonus opportunities for both the resident FSD and his or her next reporting level.

- (e) Include a list of any locations of school food service that have not renewed their contracts with respondent within the past three years and contact names/phone numbers.
- (f) Include a table of company organization and a plan for the administrative management, supervision, staffing proposed under the specifications of this contract, and how USDA Professional Standard requirements will be met.

(3) *Financial Condition/Stability, Business Practices*

Provide data to indicate the financial condition of the company. Audited financial statement for the last two years and management fee history for the last five comparable clients or equivalent financial documentation if a new company (if in business one year or less) must be included with the proposal.

(4) *Accounting and Reporting Systems*

Describe complete accounting procedures the FSMC would use for:

- (a) Inventory control
- (b) Process for point-of-service meal counts
- (c) Internal control of cashing-handling procedures
- (d) Internal audit systems
- (e) All regular accounting forms used with detailed explanations of their importance
- (f) Data collection for purposes of evaluating the effectiveness of new and current programs

(5) *Personnel Management*

- (a) What is the FSMC's personnel management philosophy, particularly regarding resident managers and their relationship to existing staff?
- (b) Describe training and development programs the FSMC will provide for employees and management personnel. Include detailed FSMC budget for training.
- (c) How does the FSMC attempt to improve employee morale and reduce turnover?

(6) *Innovation*

- (a) How would the FSMC's food service program in the District differ from current operations?
- (a) Describe the costs and benefits of the FSMC's proposed changes.
- (b) Describe how changes would be implemented. Include a staffing model, if different from current staffing.
- (c) How would the FSMC involve employees to use their expertise and experience in making future innovations?
- (d) Examples of service and merchandising programs.
- (e) How would the FSMC modify company *turnkey* programs to meet the District's individual needs?

(7) *Promotion of the School Food Service Program*

- (a) What is the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program?
- (b) How would the FSMC implement this philosophy in our District? Give examples of the FSMC's efforts and results in other Districts.
- (c) Provide documentation of efforts and results of promotions and SFA wellness policies in other Districts.
- (d) How does the FSMC support *Nutrition Awareness* in the lunchroom and classroom?

(8) *Involvement of Students, Staff, and Patrons*

Give examples, by client, of the FSMC's efforts and results regarding involvement of students, teachers, building administrators, and parents in program evaluation and selection of menus, discussion of nutritional issues, etc., including examples of surveys and how results/requests were responded to and what actions were taken.

(9) Cost Information

Provide a complete breakdown and itemized detail of the proposed fee/meal for at least the following major components:

- (a) Payroll/benefits (must tie to Worksheets 1-B and 2-B or 1-C and 2-B)
- (b) On-site FSMC staff expenses
- (c) On-site program expenses (including consumable proprietary materials; i.e., posters)
- (d) Indirect/overhead/central support expenses
- (e) Training expenses

2. The SFA ☐ will allow ☒ will not allow a guarantee from the FSMC. If the SFA will allow a guarantee to be part of the proposal, the following shall apply:

The SFA and FSMC shall work together to ensure a financially sound operation. The FSMC guarantees the food service will be self-supporting with an excess of N/A (to be completed by the SFA) during the 2026-2027 school year and no less during the first year of the FSMC contract, as well as any subsequent renewal terms.

The guaranteed return is based on 2024-2025 labor and benefit rates. If across-the-board wage increases are granted by the SFA, this needs to be determined before a contract is signed. This is a fixed-price contract, and no additional negotiations for funds may be conducted once the price is finalized. If the LEA plans to increase salaries for LEA employees, this must be stated upfront and part of the original contract. It cannot be added during renewals.

3. If the contract requires a guarantee, then all additional renewals shall require the same guarantee. The guarantee **MUST NOT** be contingent upon multiyear contract duration. (If the contract is not renewed, the guarantee still applies.)

E. Assumptions.

1. Financial terms of the Agreement are based upon the conditions of the 2024-2025 school year (latest full year of operation) The district has submitted:

☒ The district's 2024-2025 school year Expenditure & Revenue Analysis Report and a Revenue/Expenditure Summary Report for program code 700, and the October 2025 claim

☐ Expenditures for programs currently offered are on pages 32-40 of this RFP or

2. Legislation, regulations, and reimbursement rates that create changes in the NSLP, SBP, and any other program indicated on page 11 (Section B) shall remain materially consistent throughout the year.
3. The projected number of full feeding days equals 174 (to be completed by the SFA). If there is a material change in conditions, including, without limitation, changes to these assumptions, the contract:
- May be terminated at the end of the current term.
 - Continue under the same terms as written, whichever is mutually agreed upon.

4. One original and 2 copies of the sealed proposals are to be submitted to:

compliance@tulsahonor.org

OR

Tulsa Honor Academy c/o Alison Moore 1421 S. Sheridan Rd. Tulsa, OK 74112

The RFP is due at (Time) 8am on (Date) June 1, 2026. Responses must be sealed and marked with the proposal name (Food Service Management Proposal), name and address of the vendor, and opening date and time. Fax responses cannot be accepted. No other distribution of the proposal shall be made by the offerer. Return of the complete document is required.

5. The SFA reserves the right to reject any or all proposals if deemed to be in the best interest of the SFA.
6. To be considered, each Offerer must submit a complete response to this solicitation **using the forms provided**. No other documents submitted with the RFP contract will affect the contract provisions, and **there may be no modifications to the RFP language**.
7. Once all RFPs are reviewed after the deadline has expired, the SFA will negotiate ☒ Yes ☐ No with the top 2 FSMCs (to be completed by the SFA).

If negotiations take place, all FSMCs that are selected for negotiation will be notified in the same manner and at the same time. The notice shall include the deadline for each FSMC to submit its final and best offer, including a guarantee, if applicable.

The final award shall be made to the qualified and responsible Offerer whose proposal is responsive to this solicitation. A responsible Offerer is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation. Districts may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint.

8. Offerers or their authorized representatives are expected to fully inform themselves of the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the Offerer's own risk, and he or she cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the Offerer prior to the signing of a contract by all parties. ***Paying the FSMC from Child Nutrition Program (CNP) funds is prohibited until the contract is approved by the OSDE and signed by the LEA and FSMC representatives.***
9. Fax or e-mail any additional questions that may arise as a result of the site visits to the District N/A (Fax Number) or compliance@tulsahonor.org (E-Mail Address) by 8am (Time) on May 23, 2026 (Date). Include a return fax and phone number, and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited in the form of an addendum to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.
10. Offerers who submit a proposal in response to this RFP may be required to give an oral presentation and software demonstration. This provides an opportunity for the Offerer to clarify or elaborate on his/her proposal. That is a fact-finding and explanation session only and does not include negotiation. The SFA will schedule the time and location of these presentations. Oral presentations are strictly an **OPTION** of the SFA and may or may not be conducted.

F. Late Proposals

Any proposal after the exact time specified for receipt will not be considered. Any proposal en route, either in the mail or other locations in the district will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The District is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers,

or any other means of delivery. It is the sole responsibility of the FSMC to ensure that its proposal reaches the District by the designated date and hour.

H. Final Contract

1. The complete contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e., worksheets, attachments, and operating cost sheets). Once signed by both parties, submit signed contract to OSDE within 10 days.
 2. The FSMC shall not attach or add anything to the RFP once State Agency approval has been granted.
- I. This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. The contractor shall comply with applicable federal, state, and local laws and regulations. Any claim or action arising under this agreement/contract shall have a venue in Tulsa County, Oklahoma.
- J. **Errors or Omissions**—The proposing FSMC shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specification, the FSMC shall promptly notify the contract person listed. Inconsistencies in the specifications are to be reported before proposals are submitted. Any corrections will be published in the same manner as the solicitation was issued and known potential vendors will be notified directly by certified communications.
- K. Ownership of all data, materials, and documentation originated and prepared for the district pursuant to the RFP shall belong exclusively to the District and be subject to inspections in accordance with the Oklahoma Open Records Act.
- J. **Bid Protest**
- Per Federal procurement procedures found under 2 C.F.R., the SFA alone is responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of its procurement. Issues may include, but are not limited to, source evaluation, disputes, protests, and claims. Bid protests will go directly to the district for resolution. Therefore, it would be best practice for the SFA to have a policy, or, at the very least, a procedure in place to handle and resolve disputes relating to its procurements.

STANDARD TERMS AND CONDITIONS

I. Scope and Purpose

- A. **Duration of Contract.** The effective date may be different than July 1, but the termination date must be June 30. Keep in mind that the effective date may not occur prior to the date on which the contract is signed. This contract shall be for a period of up to one year, beginning on July 1, 2026, and ending June 30, 2027, with up to four 1-year renewals with mutual agreement between the SFA and the FSMC.

- B. **Types of Meals/Functions to Be Provided:** The FSMC shall operate in conformance with the SFA's agreement with the Oklahoma State Department of Education Child Nutrition Programs Section (the *State Agency*).

The programs the district operates and wants the FSMC to administer are indicated below. The program(s) listed here should agree with those listed in Attachment A-2. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed. **Check any program that may be considered in the future; the district must complete all attachments even if you are considering adding a program.** *NOTE: If a program/function is added after the contract is awarded, the district must rebid the FSMC services if the new program represents or creates a material change to the contract.*

☒ National School Lunch Program (NSLP)	☒ Child and Adult Care Food Program (CACFP)
☒ School Breakfast Program (SBP)	☒ À la Carte
☒ After-School Snack Program (ASSP—NSLP)	☒ Adult Meals
☐ Fresh Fruit/Vegetable Program (FFVP)	☒ Catering/Special Event Meals
☐ Special Milk Program (SMP)	☒ Contract Meals
☒ Summer Food Service Program (SFSP)	☒ Vending Machine Sales
☒ Seamless Summer Program (SSO—NSLP)	☒ Concessions

- C. The FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA in Attachment A-2.
- D. **This contract constitutes the Request for Proposal, the proposal, and any amendments/renewals.** This agreement is between the SFA and the FSMC and may not be changed, extended orally, or altered by cause of conduct.
- E. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- F. Any agreement between the SFA and the FSMC shall be subject to State Agency approval.
- G. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- H. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- I. All income accruing as result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants, and loans shall be deposited in the SFA's food service account.

Any profit or ***GUARANTEE*** (if allowed by the SFA in the proposal) return shall remain in the SFA's food service account. The SFA and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c).

- J. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the State Agency and USDA regarding each of the CNP covered by this contract.
- K. Per 7 CFR Part 210.9(b)(1), the SFA shall retain control of the CNP food service account and overall financial responsibility for the CNP. Maintain a nonprofit school food service, and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in §210.14 and the limitations on any competitive school food service as set forth in §210.11.
- L. The SFA shall establish all selling prices, including price adjustment, for all reimbursable and nonreimbursable meals/milk and à la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Nonpricing programs need not establish a selling price for reimbursable meals/milk.) The FSMC must follow the SFAs unpaid meal charge policy.
- M. The FSMC shall operate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- N. The FSMC shall comply with the rules, regulations, policies, and instructions of the State Agency, USDA, any local laws or policies pertaining to the Child Nutrition programs including but not limited to any additions or amendments thereto, including USDA Regulation 2 CFR 200; 318-326, and Appendix II to Part 200; 7 CFR 210, 220, 245, 250; 2 CFR 400, 2 CFR 416, 2 CFR 417, 2 CFR 418; 7 CFR Part 215 (SMP), if applicable; 7 CFR Part 225 (SFSP), if applicable; and 7 CFR Part 226 (CACFP), if applicable; and all food nutrition, services, instructions, policies, and guidance, if applicable.
- O. The FSMC must annually provide information on food costs and revenues. All information must be maintained for five (5) years and may not be removed from the SFA at any time. The information must include food costs (for reimbursable meals, non-student meals, cash-sales food items) and revenues (from cash-sales food items and total revenue).
 - Non-program foods (cash-sales food items) are sold in a participating school other than reimbursable meals and meal supplements, and purchased using funds from the nonprofit school food service account.
 - (The total revenue from cash-sales food items divided by the total revenue of the school food service account) must be equal to or greater than (the total food costs of cash-sales food items divided by the total food costs of the school food service account)
 - The above statement regarding revenue clarifies that the costs of running cash-sales food items cannot be at the expense of the school food service account. (See 7 C.F.R. § 210.14(f)).
- P. Revenues to the nonprofit school food service must be used solely to operate or improve the nonprofit school food service. Scholarships, or any other fund outside the nonprofit school food service account, are not necessarily nor reasonable food service expenses and, therefore, cannot be funded from the SFA nonprofit school food service account. FSMC contracts may not contain provisions or allow noncontractual practices that provide for payments that do not accrue to the nonprofit school food service account.
- Q. The SFA will determine collection procedures for delinquent student accounts. FSMC employees may not refuse a child a meal regardless of their ability to pay. The FSMC shall provide the SFA with access to any meal counting program that shows student debt.

R. Computation of the Meal Equivalency Rate

Meal Equivalency Rate: The rate is the total of the Free lunch reimbursement rate + Meal Performance Incentive + USDA Foods for non-program foods. *This rate will change every July when the rates change. It will always be the district's current school year Free lunch reimbursement rate + meal performance incentive rate + USDA Foods value. The current rate must always be used.*

Meal Equivalency Rate	
Current Year Federal Free Rate of Reimbursement	\$
Current Year Meal Pattern Performance Incentive Rate	\$ 0.09
Current Year Value of USDA Foods	\$ 0.4500
Total Meal Equivalent Rate	\$4.62

S. Payment Terms/Method: The FSMC shall invoice SFA at the end of each month for amounts due based on on-site records. The SFA shall make payment within 30 business days of the invoice date.

T. The FSMC shall make substitutions in the food items of the meal pattern for a student with a disability when his/her disability restricts his/her diet as stated in the student's *Individual Educational Plan (IEP)* or 504 Plan at no additional charge to the student. Follow guidance in SP-26-2017, SP-59-2016, and the Guidance for Accommodating Children with Disabilities in the School Meal Programs (7/25/2017).

At the discretion of the SFA, substitutions may be made for nondisabled students who are unable to consume regular lunches because of medical or other special dietary needs. Substitutions other than *MILK* shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternate foods. Such a statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

Milk substitutions may be allowed when supported by a statement from a parent/guardian or medical authority, but only nondairy milk substitutes that meet the Nutrition Standards established by USDA may be used. According to the SFA's policy statement, the SFA chooses to make substitutions for fluid milk available (and, therefore, the FSMC will be so required). ☐ Yes ☒ No

NOTE: A Yes answer must be supported by the SFA's policy statement.

U. The SFA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.

V. Gifts From FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under state law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards per 2 CFR 200.318(c)(1).

II. Signature Authority

The SFA shall retain signature authority for the State Agency's application/agreement, free and reduced-price policy statement, programs indicated in Section I, Item B on page 11, and the monthly claim for reimbursement. (Reference 7 CFR §210.9[a] and [b] and 7 CFR §210.16[a][5].)

III. Free and Reduced-Price Meals Policy

A. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster.

- B. The FSMC shall implement an accurate *point of service* count using the counting system submitted by the SFA in its application to participate in the CNP and approved by the State Agency for the programs listed in Item B on **page 11**, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.
- C. The SFA shall be responsible for the development and distribution of the parent letter and free and reduced-price meal and milk applications and participating in Direct Certification. The SFA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk in accordance with 7 CFR §245.
- D. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.
- E. The SFA shall be responsible for verifying free and reduced-price meal applications as required by USDA regulations. An employee of the FSMC ☒ **may** ☐ **may not** (SFA must indicate) perform for the SFA in various aspects of the application, certification, and verification process of eligibility for school meals programs. If the SFA allows this, the FSMC employee must comply with all requirements for these processes, including limited disclosure of individual eligibility information. However, the SFA is ultimately responsible for ensuring that all requirements are being met and the information on the application remains the property of the SFA and cannot be used or possessed by the FSMC for any use other than to determine eligibility for free or reduced-price meals.

IV. USDA-Donated Foods

- A. Any USDA-donated foods received by the SFA and made available to the FSMC must accrue solely to the benefit of the SFA's nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein.
- B. The SFA shall retain title to all USDA-donated foods even if the FSMC contract is terminated or is not renewed.
- C. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods. Any activities relating to donated foods that the FSMC will be responsible for in accordance with 7 CFR Part 250.50(d) and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR Part 250.
- D. The FSMC shall accept and use USDA-donated foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
- E. In accordance with 7 CFR §250.51(a), the FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods). Such requirements include crediting for the value of donated foods contained in processed end products if the FSMC contract requires it to:
 - 1. The FSMC shall procure commodity-processed end products as an agent of the SFA (SFA must indicate): ☒ **Yes** ☐ **No**
 - 2. The FSMC shall act as an intermediary in passing the donated food value in commodity-processed end products on to the SFA (SFA must indicate): ☒ **Yes** ☐ **No**

If either of the above is *Yes*, the FSMC will ensure compliance with the requirements in Subpart C of 7 CFR §250 and with the provisions of the Department of Human Services (DHS) or SFA

processing agreements and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.

- F. FSMC must subtract from the SFA's monthly bill/invoice the amount that the SFA received that month for the value of commodities. This must be reflected on the invoice, as well as attaching a copy of the form DHS Commodities sends to the SFA monthly to show the amount received. **NOTE: The fixed price should not include, or net out, the value of commodities (USDA Foods).**
- G. In accordance with 7 CFR §250.51(c), the SFA must ensure that, in crediting it for the value of donated foods, the FSMC uses the donated food values determined by DHS in accordance with §250.58(e).
*Negotiation of such values is not permitted.
*Donated food values are determined by the USDA purchase price (cost per pound), which may be an average price for purchases made for the duration of the contract with the food vendor.
- H. In accordance with 7 CFR §250.51(d), the FSMC must use all donated ground beef, donated ground pork, and all processed end products in the SFA's food service and must use all other donated foods, or commercially purchased foods of the same generic identity, of United States origin and of equal or better quality than the donated foods in the SFA's food service (unless the contract specifically stipulates that the donated foods, and not such commercial substitutes, be used).

The SFA will only allow donated foods (not such commercial substitutes) to be used (SFA must indicate): ☐ Yes ☒ No

- I. The FSMC will not itself enter into the processing agreement with the processor required in Subpart C of 7 CFR §250.50. Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in Subpart C of 7 CFR Part 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
- J. The FSMC will comply with the storage and inventory requirements for donated foods. The FSMC must meet the general requirements for the storage and inventory management of donated foods in 7 CFR §250.14(a). In accordance with 7 CFR §250.52(a), the FSMC ☒ may ☐ may not store and inventory donated foods together with foods it has purchased commercially for the SFA's use. If the FSMC is permitted to store and inventory such foods together with other commercially purchased foods, it may only do so to the extent that such a system ensures compliance with the requirements for the use of donated foods in 7 CFR §250.51(d).
- K. Oklahoma State Department of Education (OSDE), DHS, a subdistributing agency, or the SFA, the Comptroller General, USDA, or their duly authorized representatives may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- L. The FSMC and SFA must maintain records of receipt of donated foods and processed end products, of crediting for the value of donated foods, and other records relating to donated foods, in accordance with 7 CFR §250.54.
1. The SFA must maintain the following records relating to the use of donated foods in its contract with the FSMC:
 - a. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.

- b. Documentation that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including in accordance with the requirements in §250.51(a), the value of donated foods contained in processed end products.
- c. The actual donated food values used in crediting.

- 2. The FSMC must maintain the following records relating to the use of donated foods in its contract with the SFA:
 - a. The donated foods and processed end products received from, or on behalf of, the SFA for use in the SFA's food service.
 - b. Documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR §250.51(a), the value of donated foods contained in processed end products.
 - c. Documentation of its procurement of processed end products on behalf of the SFA, if applicable. (See Item E previously.)
- 3. The SFA must ensure that the FSMC is in compliance with the requirements of 7 CFR §250 through its monitoring of the food service operation, as required in 7 CFR §210, §225, and §226, as applicable. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) using *ACTUAL* information to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in §250.51(a), the value of donated foods contained in processed end products. *Using the Standard rate is not permitted.*

- M. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

V. Health Certifications/Food Safety

- A. The FSMC shall maintain all applicable health certifications on LEA facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.
- B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulation 7 CFR §210.16(a)(7).
- C. The FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.

The FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.

- D. 63 O.S. §1-1118: It shall be unlawful for any person to operate or maintain any establishment, stationary or otherwise, where food or drink is offered for sale, or sold, to the public unless the person is the holder of a food establishment license issued for such purpose by the State Commissioner of Health or designee.

VI. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- B. The SFA shall retain control of the quality, extent, and general nature of the food service, and the prices to be charged the children for meals (7 CFR Part 210.16[a][4]).

- C. The FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in the programs indicated in Section I, Item B on **page 11**.
- D. In order for the FSMC to offer à la carte food service, if applicable, the FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children.
- E. The FSMC shall provide meals that meet USDA meal pattern requirements (*see the Appendix*).
- F. As required by the Healthy, Hunger-Free Kids Act, potable water must be made available to students during meal service for free. Per FNS Policy SP-41-2015, school districts may not promote or offer water or other beverages as an alternative selection to the required fluid milk component on the meal service line. Water is not a food component or food item that is required for the reimbursable meal. Offering a choice between water and milk is not permitted. The FSMC shall provide the specified types of service in the schools/sites listed in Attachment A2, which is part of this contract.
- G. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- H. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract. (Refer to 7 CFR 210.16[c][3].)
- I. Provide detailed specifications for each food component or menu item as specified in 7 CFR Part 210, and include these specifications in the solicitation (i.e., RFPs). Specifications must cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time (7 CFR Part 210.16[c] [3]).

VII. Books, Records, and Reports

- A. 7 CFR 210.16(c)(1)—The FSMC shall maintain records supported by invoices, receipts, or other evidence that the SFA will need to support its claim for reimbursement under this part and shall, at a minimum, report claim information to the SFA promptly at the end of each month. Such records shall be made available to the SFA, upon request, and shall be retained in accordance with §210.23(c).
- B. Daily records must be available to support the invoice charges. Breakfast, lunch, and snacks will be listed separately on the invoice. If an itemized invoice is requested by the SFA, but not provided within forty-five (45) days, the SFA has the right to delay payment for non-compliance.
 - The Attachment M, starting on **page 71**, is required to be submitted with the SFA monthly invoice. *The FSMC must use one of the OSDE approved Attachment M.*
- C. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
- D. The FSMC shall provide the SFA with a year-end statement.
- E. The SFA shall conduct an internal audit of food, labor, and other large expense items quarterly as well as performing random audits on smaller expense categories.
- F. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.

- G. Books and records of the FSMC pertaining to the contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors. If audit findings regarding the FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17], 7 CFR §215.)
- H. The FSMC shall not remove federally required records from SFA premises upon contract termination. These records are outlined in the SFA agreement with the State Agency.

VIII. Employees

- A. The SFA must designate if **CURRENT** SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC. This must agree with the information reported on **Worksheets 1-A, 1-C, and 2-A on pages 43, 45-46 and Worksheets 1-B and 2-B pages 44 and 47.**

Employees will be *(check all that apply)*:

If both the SFA and FSMC will have employees, select boxes 1 & 2:

1. ☒ **Retained only by the SFA** *(If marked, SFA complete Worksheets 1-A and 2-A on pages 43 & 46)*
(As SFA positions are vacated, the SFA will hire those positions as appropriate).
2. ☒ **Employed only by the FSMC** *(If marked, FSMC complete Worksheets 1-B and 2-B on pages 44 & 47)*
(As FSMC positions are vacated, the FSMC will hire those positions as appropriate). **Both the SFA and FSMC will be responsible for substitutes of their respective positions.**
 - ***The SFA (district) must always employ a Child Nutrition Director.***
3. ☐ **Employed by the FSMC after SFA position(s) are vacated** *(If marked, FSMC complete Worksheet 1-C on page 45)*

Specific details concerning employment must be attached to the RFP for State Agency Approval.

NOTE: If the FSMC hires employees that leave a district or take on SFA employees, the FSMC must consider any future labor/fringe benefit costs and include any of these costs in the initial proposal price. Once the contract is awarded, the only allowable change in the proposal price comes from an annual escalator provision for each renewal year, if applicable, and is based on the CPI for Food Away From Home—All Urban Consumers. Therefore, any change in proposal price for subsequent renewals DO NOT reflect the costs of employee positions rehired by the FSMC.

- B. In order to ensure compliance with 70 O.S. §6-101.48, the FSMC shall conduct a background check on every employee hired to work in the SFA, provided the school has not already conducted a background check on said employee.
- C. Employees working for the FSMC or the SFA may work after-hours for the other entity in situations where:
1. Normal work hours do not overlap
 2. Separate time sheets are maintained for both entities
 3. Separate funds are used to cover salaries

Districts must ensure that employees are not compensated by both the district and the FSMC for the same duties/time. **District policies governing outside employment and conflicts of interest should be developed and considered.**

- D. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on **Worksheets 1-B and 2-B on pages 44 and 47**. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operations.
- E. The SFA shall have final approval regarding the hiring of the FSMC's site manager.
- F. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the site manager. The FSMC shall also be responsible for the hiring and termination of nonmanagement staff who are employees of the FSMC.
- G. The FSMC shall provide Worker's Compensation coverage for its employees.
- H. The FSMC shall instruct its employees to abide by the policies, rules and regulations with respect to use of the SFA's premises as established by the SFA and which are furnished in writing to the FSMC.
- I. The FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA. Fringe benefits, as well as the basis for any salary increases, must be specified in the proposal and approved by the SFA in order for these to be allowable costs. Salary increases must be based on the same criteria as that for management fee increases.
- J. Staffing patterns, except for the site manager, shall be mutually agreed upon. The FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
- K. The SFA shall provide sanitary toilet and handwashing facilities for the employees of the FSMC.
- L. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws.
- M. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- N. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- O. No firm, corporation, or individual shall blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee, mechanic, or laborer, discarded from or voluntarily leaving the service of such company, corporation, or individual, with intent and for the purpose of preventing such employee, mechanic, or laborer from engaging in or securing similar or other employment from any other corporation, company, or individual. (Reference State Law §40-172.)
- P. Regarding the FSMC staff positions designed on Worksheet 1-B on **page 44**, the FSMC shall not use or assign personnel occupying these positions for the benefit of any other entity; i.e., consulting, training, or out-of-district unless the SFA ☒ **approves** ☐ **does not approve** (to be completed by the SFA). The FSMC shall not use or assign personnel on the SFA payroll for the benefit of any other entity or out-of-district.

- Q. The SFA Child Nutrition Director, State Agency personnel, and USDA representatives must have access to any kitchen facility, cafeteria, warehouse, or office used for the purposes of the Child Nutrition Programs.

R. Professional Standards

The SFA must ensure that both SFA and FSMC employees meet the professional standards related to both hiring and training, as defined in 7 CFR § 210.30(b).

- ☒ FSMC Managers and Directors will be required to maintain all continuing education/training standards, including specific topics as listed in 7 CFR § 210.30(c)(d)(e) and set out in SP 05-2020. **This is not optional. This box must be checked.**

- ☒ SFAs will require FSMC Managers and Directors to be held to the professional hiring standards set out in 7 CFR § 210.30(b). If FSMC employees have Director and Manager duties, FNS requires certain standards are met as set out in SP 05-2020. **This is not optional. This box must be checked.**

Professional Standards for Local School Nutrition Personnel (7 CFR 210.30) SP-05-2020

Local school nutrition personnel in the National School Lunch and School Breakfast Programs must possess the knowledge and skills to manage and operate the programs correctly and successfully. School nutrition personnel must meet the minimum professional standards found in the USDA Professional Standards For a Child Nutrition Director to be paid from child nutrition funds, the person employed must meet USDA Professional standards.

In some cases, both the SFA and the FSMC staff person must meet the hiring standards, depending on the duties of these individuals. With regard to training, both the SFA and the FSMC staff person would be responsible for meeting the training standards for program directors because they share director responsibilities. SP 05-2020.

Training standards apply to contract employees who are involved in the management or operation of the school nutrition programs, as well as the SFA-employed Child Nutrition Director, regardless of the contract duration. The SFA must request documentation from the FSMC to show compliance with the annual training standards. SFA employees must document initial certification and annual professional development.

Training standards do not apply to a vended meal provider, or any other commercial entity off-site from the school food service that provides pre-plated meals. However, the SFA Child Nutrition Director must ensure that vendors providing meals for the school nutrition programs have the knowledge and skills to supply safe and nutritious meals that meet the meal patterns and dietary specifications as set out in 7 C.F.R. § 210.10 and 7 C.F.R. § 220.8, and 7 C.F.R. § 226.20.

Each SFA must have a SFA-employed Child Nutrition Director, in addition to any employee of the FSMC who may have the same title.

IX. Monitoring

- A. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service operation is in conformance with the SFA's agreement to operate the program in accordance with USDA program regulations. (Reference 7 CFR §210.16.) Further, if there is more than one school site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR §210.8 in addition to the on- site review. The SFA/FSMC monitoring form must be completed by the SFA annually (**Attachment N**).

- B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, the State Agency, and the SFA upon request for the purpose of auditing, examination, and review.
- C. The SFA, as an SFSP sponsor, if applicable, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

X. Use of Advisory Group/Menus

- A. The SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR §210.16[a][8].)
- B. The FSMC must comply with the 21-day menu cycle and specifications (Attachment B) developed by the SFA for the NSLP (Attachment C). The FSMC must also comply with the menu cycle as specified by the SFA for the SBP (Attachment D) and/or ASSP (Attachment E) and include them in the RFP. Any changes made by the FSMC after the first initial menu cycle for the NSLP, SBP, and/or ASSP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16[b][1].)
- C. In accordance with federal regulations and FNS Instruction 783-2, the FSMC shall make substitutions in reimbursable meals as specified by a state-recognized medical authority who is authorized by Oklahoma state law to write medical prescriptions; i.e., licensed physician (MD or DO), a physician's assistant (PA) or an advanced registered nurse practitioner (ARNP), or a registered dietician (RD), for individual participating children unable, because of a disability, to consume specified foods. The SFA shall notify the FSMC of any such special dietary needs.

XI. Use of Facilities, Inventory, Equipment, and Storage

- A. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA may request of the FSMC additional food service programs as long as any additional food service is not substantive change to the contract. The SFA or requesting organization will be billed for the actual cost of food supplies, labor, and the FSMC's overhead and administrative expenses, if applicable, to provide such service. USDA commodities shall not be used for these special functions unless the SFA's students are the primary beneficiaries. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CNP. (Reference Section I, Item B on page 11.) ***NOTE: Any additional food service programs requested that involve a substantive change to the contract must be competitively procured, separate from this contract.***
- C. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including (but not limited to) silverware, trays, chinaware, glassware, and/or kitchen utensils.
- D. The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
- E. The SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment, except when damages result from the use of less than reasonable care by the employees of the FSMC.
- F. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA-donated foods in conformance with the SFA's agreement with the State Agency.

- G. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
- H. The SFA shall provide the FSMC with local telephone service.
- I. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
- J. The SFA shall be responsible for any losses, including USDA-donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- K. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- L. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- M. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten days of its placement on SFA premises.
- N. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- O. The FSMC shall not use the SFA's facilities or personnel to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- P. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
- Q. The FSMC shall surrender to the SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear excepted.

XII. Purchases—SFA must indicate one of three options:

- A. ☐ The FSMC will only provide management services. The SFA make all purchases for CNP.
- B. ☐ The FSMC will provide the management services *and Excess Umbrella Liability found on Item D under Section XXII on page 27.* The SFA makes all purchases for CNP.
- C. ☒ **Fixed-Priced:** The FSMC will make all purchases for CNP and the beginning inventory, exclusive of commodities, from the SFA. Inventory that is descriptive by item case count and price must be maintained, along with supporting documentation.

Include the following provisions:

- SFAs are required to purchase, the maximum extent practicable, domestic commodities or products specified in 7 CFR Part 210.21(d)(2)(i).
- Definition of domestic commodity or product (i) an agricultural commodity that is produced in the United States and (ii) a food product that is processed in the United States using agricultural commodities that are produced in the United States. (7 CFR Part 210.21[d][1])
- When purchasing food products with federal funds, whenever possible, the recipient agencies shall purchase only food products that are produced in the United States. (7 CFR Part 250.23[a])

- D. The SFA reserves the right to receive additional grant money to purchase items for the Child Nutrition D. programs with appropriate crediting procedures applied by the FSMC for food provided to the SFA.

E. Geographical Preference

The SFA may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. The SFA has the discretion to determine the local area to which the geographic preference option will be applied.

The FSMC is encouraged to participate and facilitate involvement and participation in the Oklahoma Farm to School Program, connecting schools (K-12) with Oklahoma local farms in order to serve healthy meals using locally produced foods and participate in relevant state education and marketing initiatives that support farm to school.

F. Buy American (SP-23-2024)

1. The FSMC shall purchase domestic substantially using agricultural commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically.
2. Ninety percent (90%) of the food purchased must be grown domestically.
3. The FSMC shall certify the percentage of exempt food items supplied to the SFA by using the USDA Buy American tracker for all non-domestic foods served. The tracker must be sent to the district a minimum of once a year and upon request to show compliance.
4. The FSMC must document if an exempt product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or 2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
 - a. Items listed on the Federal Acquisitions Regulations Nonavailable articles/Oklahoma Buy American Exemption list must be counted toward the cap on non-domestic purchases when it goes into effect.
5. Any food purchased or paid using the school food service account, must follow Buy American. This includes CACFP and SFSP meals.
6. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

XIII. Sanitation

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated in Attachment G.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The SFA shall clean ducts and hoods above the filter line.
- F. The SFA shall provide extermination services as needed.
- G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

XIV. Licenses, Fees, and Taxes

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
- B. The FSMC shall purchase, obtain, and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

XV. Nondiscrimination

Both the SFA and the FSMC agree that no child who participates in the NSLP, SBP, SMP, CACFP, SSP, or SFSP will be discriminated against on-the-basis of race, color, national origin, age, sex (including gender identity and sexual orientation), or disability.

XVI. Emergency Closing

- A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

XVII. Terms and Termination

- A. The SFA or the FSMC may terminate the contract for cause by giving 60 days written notice.
- B. At any time, because of circumstances beyond the control of the SFA as well as the FSMC, the FSMC or the SFA may terminate the contract by giving **45** **calendar** days written notice to the other party. (The SFA must determine the number of days. The maximum number of days must not exceed 60, per 7 CFR 210.16[d].) Notify OSDE immediately if contract is terminated by either party.
- C. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.

XVIII. Nonperformance by FSMC

- A. The FSMC is required to provide a Performance Bond in the amount of **\$ 10%** (enter the dollar amount of coverage or percentage of the total proposal price) as a guarantee of performance of all terms outlined under this contract. The amount/percentage should not be unreasonable in that it would prevent free and open competition. The Performance Bond provides the SFA recourse in the event that contractual obligations are not satisfactorily performed. See Section XXVI, Letter D, on **page 30**.
- B. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

- C. The FSMC shall pay the SFA the full amount of any meal overclaims which are attributable to the FSMC's negligence, including those overclaims based on review or audit findings that occurred during the effective dates of original and renewal contracts.
- D. In the event either party commits a material breach, the nonbreaching party may terminate this agreement for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the nonbreaching party may elect to continue this agreement.

Notwithstanding the breaching provision above, the SFA may terminate this contract for breach/neglect as determined by the SFA with written notification to the FSMC when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SFA. The SFA is the responsible authority without recourse to FNS or the State Agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

XX. Certification and **Contract Provisions 2 CFR 200 Appendix II**

- A. The FSMC has signed the *Certification of Independent Price Determination*, Attachment H, which was attached as an addendum to the FSMC's proposal and which is incorporated herein by reference and made a part of this contract.
- B. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

To ensure that an SFA does not enter into a contract with a debarred or suspended FSMC, each SFA must obtain satisfaction that an FSMC is neither excluded nor disqualified before doing business with the FSMC. The uniform federal suspension/debarment certification has been established, and the collection of paper certifications is no longer mandatory. An SFA may meet the requirements by either of the two methods listed below (SFA must check one):

- ☐ Checking the Excluded Parties List System. This is available on the Internet at <https://SAM.gov>
- ☒ Collecting a certification that the FSMC is neither excluded nor disqualified. (See Attachment I.)

- C. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- D. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement.
- E. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part](#),

1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- F. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

XXI. Miscellaneous

- A. The FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract.
- B. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- D. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies) and workmanship of a quality that would normally be specified by the SFA are to be used.
- E. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and specifications.
- F. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- G. This contract is subject to review and approval by the State Agency.
- H. By submitting a proposal, the offerer covenants and agrees that it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations and that it will not make any claim for, or have right to cancellation or relief from, the contract because of any misunderstandings or lack of information.

XXII. Insurance

- A. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Oklahoma. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award. This must be completed by the SFA. Comprehensive General Liability—includes coverage for:

1. Premises—Operations
2. Products—Completed Operations
3. Contractual Insurance
4. Broad Form Property Damage
5. Independent Contractors
6. Personal Injury

\$ 1,000,000 Combined Single Limit

- B. Automobile Liability: \$ 1,000,000 Combined Single Limit
- C. Workers' Compensation—Statutory: Employer's Liability—\$ 500,000
- D. Excess Umbrella Liability: \$ 1,000,000 Combined Single Unit
- E. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Worker's Compensation, and Excess Umbrella.
- F. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

XXIII. Optional Requirements to Be Included—To be completed by the SFA

- A. Investments (SFA must indicate)

The FSMC ☐ may ☒ may not (SFA must indicate) purchase nonexpendable equipment (any item costing \$10,000 or more) for the food service program in an amount not to exceed \$ 0.00. The FSMC shall be subject to the same procurement requirements to which the District is subject in any procurement action and may not serve as a vendor when procuring on behalf of the school food service. Contracts should provide the SFA with final, **PRIOR** approval authority for the purchase of equipment that is used in the storage, preparation, and delivery of school meals. Contracts should establish an amortization schedule, if appropriate. Whether or not an amortization schedule is used, title to the property must be vested with the SFA when the equipment is placed in service. Clauses that require the full repayment of unamortized costs incurred by the FSMC when the contract is terminated or not renewed are not permitted. Approval by the State Agency for equipment purchases of \$10,000 or more is required unless the item is on the OSDE Equipment Pre-Approval list.

If the contract expires or is terminated before the complete repayment of the investment, the District shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this contract, either (SFA must indicate):

1. ☐ The SFA can retain the property and continue to make payments in accordance with the amortization schedule.
- OR**
2. ☐ Return the property to the FSMC in full release of the unpaid balance. (Reference: FSMC Guidance)

- B. Except as otherwise expressly provided in this contract, the FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss, and expense, including reasonable collection expenses, attorneys' fees, and court costs that may arise because of the sole negligence, misconduct, or other fault of the FSMC, its agents, or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the SFA, its employees, or agents. This clause shall survive termination of the Agreement.
- C. **Limitation on Nonperformance for Deficit Operations (Guarantee).** The District and the FSMC shall work together to ensure a financially sound operation. If food service operations result in a deficit during the initial contract school year, the FSMC shall reimburse the District for the deficit. All FSMC assumptions used in calculating financial projections shall be clearly defined in the financial section of each proposal. Factors not clearly defined shall be the sole responsibility of the FSMC. If the contract is renewed, this condition shall apply to subsequent years. FSMCs cannot recover any deficits in subsequent years if the contract is renewed.
- D. **Assumptions.** Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.
- The District policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
 - Average daily attendance (ADA) for the initial contract year beginning July 1 shall equal or exceed prior year's ADA.
 - Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain material consistent throughout the year.
 - Usable commodities, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA for the contract year will continue to be available.
 - The government reimbursement rates in effect shall remain materially consistent throughout the year.
 - Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent with prior years.
 - Service hours, service requirements, and type or number of facilities selling food and/or beverages on District's premises shall remain materially consistent throughout the year.
 - The state or federal minimum wage rate and taxes in effect shall remain materially consistent through- out the year.
 - District revenue credited to the food service program shall include all state and federal amounts received specifically for child nutrition operations.
 - The projected number of full feeding days in: Year One: 174 (may not be a full year), Year Two: 180, Year Three: 180, Year Four: 180, Year Five: 180.
1. The term *materially consistent* shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operation. SDE will define material change as anything that would change the contract more than \$150,000. Any change over \$150,000 must be rebid.
 2. If the SFA determines that substantial or material changes are necessary, the SFA must rebid the contract. A material change is a substantial change that, had other bidders known of the change at the time they submitted their responses, it would have caused them to bid differently. Examples may include the addition of a program such as Afterschool Snack Program, or a major shift in responsibilities for the SFA/FSMC staff.

The following changes would typically not constitute a material change:

- **Number of schools** - new schools added, unless the result of annexation or consolidation
- **Changes in enrollment** - decrease and increase in student enrollment and the corresponding change expected in participation, unless the result of annexation or consolidation
- **Changes in meal prices charged to students by SFA** - meal price changes (determined by the SFA)
- **Cost increases** - cost increases limited to a measurable index (Consumer Price Index for all Urban Consumers – Food Away from Home).

XXIV. Trade Secrets and Proprietary Information

- A. During the term of the Agreement, the FSMC may grant to the District a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (*trade secrets*). The District shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The District shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Agreement. The District shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, or methods. Without limiting the foregoing and except for software provided by the District, the District specifically agrees that all software associated with the operation of the food service, including, without limitation, menu systems, food production systems, accounting systems, and other software, is owned by or licensed to the FSMC and not the District. Furthermore, the District's access or use of such software shall not create any right, title interest, or copyright in such software, and the District shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The District's obligations under this section are subject to its obligations under the Oklahoma Open Records Act. This provision shall survive termination of the Agreement.
- B. **Rights to Inventions Made Under a Contract** or Agreement. If the Federal award meets the definition of B. "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract B. with a small business firm or nonprofit organization regarding the substitution of parties, assignment or B. performance of experimental, developmental, or research work under that "funding agreement," the recipient B. or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by B. Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative B. Agreements," and any implementing regulations issued by the awarding agency.
- C. Codes of Conduct (2 CFR §200.318[c][1])
- The nonfederal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the nonfederal entity (SFA) may neither solicit nor accept gratuities, favors, or anything of monetary value from

contractors or parties to subcontracts. However, nonfederal entities (SFAs) may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. This must be stated in the SFA's Code of Conduct and Procurement Plan. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the nonfederal entity (SFA).

XXVI. SFSP—Additional Requirements, fill this section out if applicable (SFA must check mark this section if not applicable or not participating at this time but may in the future)

☐

Section Not Applicable – We Do Not Plan to Participate in SFSP *(Skip to page 32)*

☒

Section Not Applicable – We May Participate in the Future *(Skip to page 32)*

- A. A maximum of two meals can be claimed per day on SFSP.
- B. The SFA shall be responsible for determining the eligibility of all SFSP sites.
- C. Each food service management company which submits a bid exceeding the simplified acquisition threshold of \$350,000 shall obtain a bid bond in an amount not less than 5 percent nor more than 10 percent, as determined by the sponsor, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid. (Reference 7 CFR 225.15(m)(5))
- D. Each food service management company which enters into a food service contract exceeding the small purchase threshold of \$350,000 with a sponsor shall obtain a performance bond in an amount not less than 10 percent nor more than 25 percent of the value of the contract for which the bid is made, as determined by the State agency. Any food service management company which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds the simplified acquisition threshold in 2 CFR part 200, as applicable. Sponsors shall require the food service management company to furnish a copy of the performance bond within ten days of the awarding of the contract. (Reference 7 CFR 225.15(m)(6))
- E. FSMCs shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of Treasury Circular 570. No sponsor or State Agency shall allow FSMCs to post any **ALTERNATIVE** forms of bid or performance bonds, including but not limited to, cash, certified checks, letters of credit, or escrow accounts. (Reference 7 CFR 225.15(m)(7))
- F. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
- G. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
- H. The FSMC must comply with the 5-day menu cycle developed by the SFA for the SFSP (Attachment F) and include it in the RFP. The SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The SFA shall inform the State Agency of menu changes for the SFSP.
- I. Meals shall be delivered according to the following delivery schedule:
 1. Delivery shall be made with the contractor to the facility(ies) in accordance with the order from each facility.

2. Meals shall be delivered daily, unloaded, and placed in the facility by the contractor's personnel at the location and time listed in Schedule A.
3. Adequate refrigeration or heating shall be provided during delivery of all good to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
4. Meals will be delivered/picked up/served at the time(s) indicated. (Check the applicable meal[s] and indicate time of service.) *Select up to two meal services. Both lunch and supper cannot be selected.*

	Delivered/Picked Up	Served
☒ Breakfast	<u>7:15</u> a.m.	<u>7:25</u> a.m.
☐ A.M. Supplement	<u> </u> a.m.	<u> </u> a.m.
☒ Lunch	<u>11:15</u> a.m./p.m.	<u>11:30</u> a.m./p.m.
☐ P.M. Supplement	<u> </u> p.m.	<u> </u> p.m.
☐ Supper	<u> </u> p.m.	<u> </u> p.m.

5. Meals will be furnished in the following manner:
 - ☐ Meals will be available for pick up by facility personnel.
 - ☒ Meals will be delivered to the facility by FSMC personnel.
 - ☐ Food will be portioned in bulk containers.
 - ☐ FSMC will provide portioning utensils.
 - ☐ FSMC will not provide portioning utensils.
 - ☒ Food will be portioned in individual serving containers.
6. The offerer shall be responsible for the delivery of all meals and dairy products at the specified time. The offerer must provide exactly the number of meals ordered. Counts of meals will be made at the facility before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

☒ Sent in a Revenue & Expenditure Analysis Report and Expenditure/Revenue Page 1 of 1
Summary page for program code 700, and October 2025 claim OR

☐ Filled out Pages 32-40

**PROJECTED OPERATIONS—REVENUE
FOR PROGRAMS AND SITES TO BE CONTRACTED
NATIONAL SCHOOL LUNCH PROGRAM (NSLP)/SCHOOL BREAKFAST PROGRAM
(SBP)/SPECIAL MILK PROGRAM (SMP) ONLY
(To be completed by School Food Authority [SFA])**

Data shown is based on the most recent full-service year: **2024-2025**
School Year

National School Lunch Program—

	Meals	X	Price Charged	=	Total
Elementary Full-Price	#	X		=	\$
Secondary Full-Price	#	X		=	\$
Reduced-Price	#	X		=	\$
Adult	#	X		=	\$
Contract	#	X		=	\$
Subtotal Lunches:	#	X		=	\$

After-School/Snack—NSLP—

	Meals		Price Charged		Total
Full-Price	#	X		=	\$
Reduced-Price	#	X		=	\$
Adult	#	X		=	\$
Contract	#	X		=	\$
Subtotal Snacks:	#	X		=	\$

School Breakfast Program—

	Meals	X	Price Charged	=	Total
Elementary Full-Price	#	X		=	\$
Secondary Full-Price	#	X		=	\$
Reduced-Price	#	X		=	\$
Adult	#	X		=	\$
Contract	#	X		=	\$
Subtotal Breakfasts:	#	X		=	\$

Special Milk Program—

	Meals	X	Price Charged	=	Total
Special Milk, if applicable	#	X		=	\$
Special Function (Catering)	#	X		=	\$
À la Carte Total Revenue (include à la carte sales to adults and students), if applicable					\$
Concession Revenue, if applicable					\$
Vending Machine Sales Total Revenue					\$
TOTAL IN-SCHOOL REVENUE (NSLP/SBP/SMP Only)					\$

TOTAL IN-SCHOOL REVENUE (NSLP/SBP/SMP Only)	\$

FEDERAL REIMBURSEMENT (NSLP/SBP/SMP/ASSP Only)

Data shown is based on the most recent full-service school year: **2024-2025**

School Year

	Meals	X	Rate (Include Additional \$.09 Incentive)	=	Total	Totals
Lunches:						
Free	#	X		=	\$	
Reduced-Price	#	X		=	\$	
Full-Price	#	X		=	\$	\$ <u> </u> Total Lunch
After-School Snack Program:						
Free	#	X		=	\$	
Reduced-Price	#	X		=	\$	
Full-Price	#	X		=	\$	\$ <u> </u> Total Snacks
Breakfasts:						
Free	#	X		=	\$	
Free, Severe Need	#	X		=	\$	
Reduced-Price	#	X		=	\$	
Reduced-Price, Severe Need	#	X		=	\$	
Full-Price	#	X		=	\$	\$ <u> </u> Total Breakfast
Special Milk, if applicable:						
Full-Price	#	X		=	\$	
Free	#	X		=	\$	\$ <u> </u> Total Milk

STATE REIMBURSEMENT

Data shown is based on the most recent full-service year: **2024-2025** School Year

	Meals	X	Price	=	Total
State Match	#	X		=	\$
State Program, if applicable	#	X		=	\$

STATE REIMBURSEMENT

=

\$

TOTAL IN-SCHOOL REVENUE	=	\$
TOTAL FEDERAL REIMBURSEMENT	=	\$
TOTAL STATE REIMBURSEMENT	=	\$
INTEREST INCOME	=	\$
TOTAL REVENUE (NSLP/SBP/SMP/ASSP ONLY)	=	\$

**PROJECTED OPERATIONS—EXPENDITURES
FOR PROGRAMS AND SITES TO BE
CONTRACTED
(NSLP/SBP/SMP ONLY)
(To Be Completed by SFA)**

Data shown is based on the most recent full-service year: 2024-2025

School Year

Food and Milk					
Enter the costs of food and milk purchased and received. Include the Commodity Distribution Assessment Fee.					\$
Commodity Value					\$
Bonus Commodity Value					\$
Direct Labor and Benefits					
Enter the gross amount paid for salaries to food service workers. Include employee benefits such as health insurance, retirement funds, and matching social security. Include any FSMC fees and expenses.					\$
Other Direct					
Enter the cost for nonfood items such as paper goods, supplies, equipment repairs (less than \$5,000 per repair), equipment, rental, and extermination.					\$
Expendable Equipment					
Enter the cost of each piece of equipment with an acquisition cost less than \$5,000.					\$
Nonexpendable Equipment					
Enter the depreciated amount of each piece of equipment with an acquisition cost of \$5,000 or more.					\$
Nonreimbursable Expenses					
Enter all expenditures that are not an allowable cost for reimbursement purposes (i.e., bank charge of bounced checks, lost commodities)					\$
À la Carte Sales (If not included above)					
Enter total expenditures related to à la carte sales (i.e., food, labor, supplies).					\$
Special Functions (Catering)					
Enter total expenditures related to special functions (i.e., food, labor, supplies, equipment repair)					\$
Vended Meals (Contract Meals) (If not included above)					
Enter total expenditures related to the preparation and delivery of contract meals (i.e., food, labor, supplies)					\$
Vending Machines					
Enter total expenditures related to concession sales (i.e., food, labor, supplies, equipment repair)					\$
Concession Sales					
Enter total expenditures related to concession sales (i.e., food, labor, supplies, equipment repair)					\$
Subtotal Expenditures					\$
Less Commodity Usage		X		=	()
	NSLP Lunches Only		Current Commodity Rate, including Bonus Commodities (See page 13)		
Less Rebates, Discounts, Commissions, if applicable					= ()
TOTAL EXPENDITURES					\$
SUMMARY					
Total Revenue					\$
Total Expenditures					\$
Profit or (Loss)					\$

**PROJECTED OPERATIONS—EXPENDITURES FOR PROGRAMS
AND SITES TO BE CONTRACTED**

**Complete Breakdown and Itemized Details to the Following:
(To Be Completed by FSMC – SEE PAGE 8 #9 a-e: Top of the page)**

Food and Supplies	
Enter the costs of food and milk	\$ 365,689
Enter the costs for supplies and materials	\$ 59,320
Payroll and Benefits (Must be indicated on 1-B & 2-B or 1-C & 2-B)	
Enter the gross amount paid for salaries to food service workers. Include employee benefits such as health insurance, retirement funds, and matching social security.	\$ 410,986
Other Direct	
Enter the cost for nonfood items such as paper goods, supplies, equipment repairs (less than \$5,000 per repair), equipment, rental, and extermination.	\$ 1,785
Indirect/Overhead/Central Support Expenses 2-B	
.	\$ 0
On-Site FSMC Staff Expenses	
	\$ 0
Nonreimbursable Expenses	
Enter all expenditures that are not an allowable cost for reimbursement purposes (i.e., bank charge of bounced checks, lost commodities)	\$ 0
Training Expenses	
Enter total expenditures related to training functions	\$ 250
On-site program expenses/Marketing	
Including consumable proprietary materials such as posters, etc.	\$ 250
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL EXPENDITURES	\$ 838,280

REVENUE/EXPENDITURES FOR SUMMER FOOD SERVICE PROGRAM (SFSP) (To Be Completed by SFA)

Data shown is based on the most recent full-service year: 2024-2025 School Year

REVENUES (FEDERAL REIMBURSEMENT)—

	MEALS	X	RATE	=	TOTAL	
Operating						
Breakfast	#	X		=	\$	
Lunch/Supper	#	X		=	\$	
Snack	#	X		=	\$	
Administrative Cost						
Breakfast	#	X		=	\$	
Lunch/Supper	#	X		=	\$	
Snack	#	X		=	\$	
TOTAL REVENUE (SFSP)						\$

EXPENDITURES—

Operating:

Cost of Food and Milk	\$
Food Service Labor, Payroll Taxes, and Benefits	
Nonfood Supplies	
Utilities	
Rental of Facility	
Rental of Equipment	
Use Allowance of Equipment	
Transportation of Children/Meals (Rural Sponsors Only)	
Other (Specify)	
TOTAL OPERATING	\$

Administrative:

Administrative Salaries	\$
Payroll Taxes and Benefits	
Office (Maintenance, Rental, Supplies)	
Utilities	
Mileage (Administrative Purposes Only)	
Audit/Legal Fees	
Communications (Telephone, Postage, Outreach)	
Publication Fee	
Other (Specify)	
TOTAL ADMINISTRATIVE	
TOTAL EXPENDITURES (SFSP)	\$

Summary:

Total Revenue	\$
Total Expenditures	\$
Profit or (Loss)	\$

REVENUE/EXPENDITURES FOR SEAMLESS SUMMER OPTION (SSO) (To Be Completed by SFA)

Data shown is based on the most recent full-service year: 2024-2025 School Year

REVENUES (FEDERAL REIMBURSEMENT)—					
	Meals	X	Rate	=	Total
Breakfast		X		=	\$
Severe Need Breakfast		X		=	\$
Lunch/Supper		X		=	\$
Snack		X		=	\$
Total Revenue (SSP)					\$

EXPENDITURES—	
Cost of Food and	
Milk SSP Food-	
Related Supplies	
Food Service Labor and	
Benefits Administrative Labor and Benefits	
Administrative Costs	
Other (Specify) _____	
Total Expenditures (SSP)	
	\$

SUMMARY:	
Total Revenue	\$
Total Expenditures	\$
Profit or (Loss)	\$

FRESH FRUIT/VEGETABLE PROGRAM (FFVP)

(To Be Completed by FSMC)

Yes No

☒
☐

The FSMC has been completely apprised of all FFVP policies and rules to guarantee the program is operated in compliance with FNS standards.

☒
☐

The FSMC is submitting an FFVP menu cycle based on FNS guidance.

(To Be Completed by SFA)

The SFA will be responsible for:

☐

Planning

☐

Delivery

☐

Purchasing

☐

Nutrition Education

☐

Preparation

The FSMC will be responsible for:

☐

Planning

☐

Delivery

☐

Purchasing

☐

Nutrition Education

☐

Preparation

The SFA shall:

- Regularly monitor FSMC operations to ensure compliance with relevant FFVP requirements and all provisions of the contract.
- Require the FSMC to document and track FFVP expenses separately and make this documentation easily accessible for the SFA to review.

REVENUE/EXPENDITURES FOR CHILD AND ADULT CARE FOOD PROGRAM (CACFP) (To Be Completed by SFA)

Data shown is based on the most recent full-service year: 2024-2025 School Year

REVENUES (FEDERAL REIMBURSEMENT)—					
	Meals	X	Free Rate	=	Total
Breakfast	#	X		=	\$
Lunch/Supper	#	X		=	\$
Snack	#	X		=	\$
At-Risk Snack	#	X		=	\$
TOTAL FEDERAL REIMBURSEMENT					\$

EXPENDITURES—	
Cost of Food and Milk	
CACFP Food-Related Supplies	
Food Service Labor and Benefits	
Administrative Labor	
Benefits Administrative Costs	
Other (Specify)	
Total Expenditures (CACFP)	\$

SUMMARY:	
Total Revenue	\$
Total Expenditures	\$
Profit or (Loss)	\$

AGREEMENT

The Offerer certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

The Offerer certifies that all terms and conditions within the RFP shall be considered a part of the contract as if incorporated therein.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Tulsa Honor Academy

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Opaa! Food Management, Inc.

Name of FSMC

Signature of Authorized Representative

Neil Broderick

Typed Name of Authorized Representative

Vice President of Strategic Partnerships

Title

Date Signed

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2025	2026

(To be completed by the SFA for SFA employees.) **List pay rates for school year**

SITE OR SCHOOL	EMPLOYEE	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)
Tulsa Honor Academy	Emilee Joshi	Director of Data Info	\$42.35	8	248	\$84,024.38
TOTAL LABOR						\$84,024.38
Retirement						\$0.00
Substitute Pay						\$0.00

LABOR WORKSHEET

(To be completed by the FSMC for FSMC employees.) Pay rates for school year _____ 2025 - 2026

SITE OR SCHOOL	EMPLOYEE	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)
District	Director	Full time On-site Director	29.76	8	240	50,000
THA Middle	Kitchen Manager	Kitchen Manager	16.60	8	180	23,904
THA Middle	Kitchen Staff	Kitchen Staff	15.56	7	180	19,609
THA Middle	Kitchen Staff	Kitchen Staff	15.56	7	180	19,609
THA Middle	Kitchen Staff	Kitchen Staff	15.56	6	180	16,808
THA Flores	Kitchen Manager	Kitchen Manager	16.60	8	180	23,904
THA Flores	Kitchen Staff	Kitchen Staff	15.56	7	180	19,609
THA Flores	Kitchen Staff	Kitchen Staff	15.56	7	180	19,609
THA Flores	Kitchen Staff	Kitchen Staff	14.53	6	180	15,687
THA High	Kitchen Manager	Kitchen Manager	16.60	8	180	23,904
THA High	Kitchen Staff	Kitchen Staff	15.56	7	180	19,609
THA High	Kitchen Staff	Kitchen Staff	15.56	7	180	19,609
THA High	Kitchen Staff	Kitchen Staff	15.56	7	180	19,609
THA High	Kitchen Staff	Kitchen Staff	15.56	6	180	16,808
TOTAL LABOR						\$ 308,275
Substitute Pay						\$

(To be completed by the FSMC for SFA employees)

[illegible]

FRINGE BENEFIT COST WORKSHEET

(To be completed by the SFA for SFA employees.) List annual cost for school year 2025 - 2026

EMPLOYEE NAME	HOSPITALIZATION (Medical) \$	DENTAL \$	VISION \$	LONGEVITY OR ANNUITY \$	LIFE \$	RETIREMENT \$	OTHER \$	TOTAL \$
Emilee Joshi	\$8,319.72					\$838.47		
TOTAL COSTS	\$8,319.72	\$	\$	\$	\$	\$838.47	\$	\$

FRINGE BENEFIT COST WORKSHEET(To be completed by the FSMC for FSMC employees.) List annual cost for school year 2025 - 2026

EMPLOYEE NAME	HOSPITAL- IZATION \$	DENTAL \$	VISION \$	LONGEVITY OR ANNUITY \$	LIFE \$	TOTAL \$
Director	4500	250	250		250	5250
Kitchen Managers	1250					1250
Kitchen Managers	1250					1250
Kitchen Managers	1250					1250
Kitchen Staff	250					250
Kitchen Staff	250					250
Kitchen Staff	250					250
Kitchen Staff	250					250
Kitchen Staff	250					250
Kitchen Staff	250					250
Kitchen Staff	250					250
Kitchen Staff	250					250
Kitchen Staff	250					250
Kitchen Staff	250					250
Kitchen Staff	250					250
TOTAL COSTS	\$ 10750	\$ 250	\$ 250	\$	\$ 250	\$ 11500

LUNCH PROGRAM
(To be completed by the SFA)

SITE OR SCHOOL	ENROLLMENT	REIMBURSABLE MEALS Based on ADP (Total meals by category served in the previous year divided by total operating days for the year)			SELLING PRICE (\$)		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSABLE LUNCHES (I.E., MILK, ADULT, A LA CARTE, CATERING, VENDING MACHINES, AND CONCESSIONS IF APPLICABLE)
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT	# OF LUNCHES	RATE	
THA Middle School	388	35	179	55	0.00	4.97			\$
THA Flores Middle School	356	24	183	48	0.00	4.97			\$
THA High School	565	35	256	82	0.00	4.97			\$
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TOTAL	1309	93	617	184	0.00	4.97			\$

SFA SPECIFICATION WORKSHEET ON AVERAGE DAILY PARTICIPATION (ADP)
BREAKFAST PROGRAM
(To be completed by SFA)

SITE OR SCHOOL	ENROLL- MENT	REIMBURSABLE MEALS Based on ADP (Total meals by category served in the previous year divided by total operating days for the year)			SELLING PRICE (\$)		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSEABLE BREAKFASTS (i.e., milk, adult, a la carte, catering, vending machine, and confessions (if application)) ¹
		FULL-PRICE	FREE	REDUCED-PRICE	STUDENT	ADULT	# of BREAK-FASTS	RATE	
THA Middle School	388	15	103	20	0.00	2.37			\$
THA Flores Middle School	356	11	112	22	0.00	2.37			\$
THA High School	565	4	43	6	0.00	2.37			\$
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AFTER-SCHOOL SNACK PROGRAM (ASSP/NSLP)

(To be completed by SFA)

SITE OR SCHOOL	ENROLLMENT	REIMBURSABLE MEALS Based on ADP (Total meals by category served in the previous year divided by total operating days for the year)			SELLING PRICE (\$)		CONTRACT MEALS		EXCEPT REIMBURSABLE BREAKFASTS (i.e., milk, adult, a la carte, catering, vending machine, and confessions [if application]) ¹
		FULL-PRICE	FREE	REDUCED-PRICE	STUDENT	ADULT	# of SNACKS	RATE	
THA Middle School	388		2.96		0.00	1.21			\$
THA Flores Middle School	356		3.22		0.00	1.21			\$
THA High School	565		0.98		0.00	1.21			\$
									\$
									\$
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TOTAL	1309		7.16		0.00	1.21			\$

SFA SPECIFICATION WORKSHEET ON AVERAGE DAILY PARTICIPATION (ADP)

(Total number of meals by category in the previous summer divided by the total operating days for the summer)

SUMMER FOOD SERVICE PROGRAM (SFSP)

(To be completed by SFA)

SITE OR SCHOOL	REIMBURSABLE BREAKFASTS	REIMBURSABLE LUNCHES	REIMBURSABLE SNACKS	REIMBURSABLE SUPPERS
TOTALS				

(Total number of meals by category in the previous summer divided by the total operating days for the summer)

SEAMLESS SUMMER PROGRAM (SSO)

(To be completed by SFA)

SITE OR SCHOOL	REIMBURSABLE BREAKFASTS	REIMBURSABLE LUNCHES	REIMBURSABLE SNACKS	REIMBURSABLE SUPPERS
THA Middle School	21	44		
THA Flores Middle School/High School	48	58		
TOTALS	69	102		

WORKSHEET 8

FSMC PROPOSED SALES PRICE LIST*

LUNCH		BREAKFAST	
Elementary School		Elementary School	
Paid	\$ 0.00	Paid	\$ 0.00
Reduced-Price	\$ 0.00	Reduced-Price	\$ 0.00
Adults—District	\$ 5.20	Adults	\$ 2.60
Adults—Other	\$ 5.20		
Milk	\$ 0.60		
Middle School		Middle School	
Paid	\$ 0.00	Paid	\$ 0.00
Reduced-Price	\$ 0.00	Reduced-Price	\$ 0.00
Adults—District	\$ 5.20	Adults	\$ 2.60
Adults—Other	\$ 5.20		
Milk	\$ 0.60		
High School		High School	
Paid	\$ 0.00	Paid	\$ 0.00
Reduced-Price	\$ 0.00	Reduced-Price	\$ 0.00
Adults—District	\$ 5.20	Adults—District	\$ 2.60
Adults—Other	\$ 5.20	Adults—Other	\$ 2.60
Milk	\$ 0.60		
		SNACK	
		Student	\$ 0.00
		Adult	\$ 1.25

***NOTE: The SFA must set all prices for all meals. (Reference §210.16)**

SFA SITE/BUILDING LISTING – GENERAL DATA
(To be completed by the SFA)

[illegible]

1 List grade groups that have access to meal service.

2 Indicate if site or school prepares meals on-site or if meals are satellite in bulk or preplated.

(To be completed by the SFA. **Must Match Page 11**)

¹ A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal.

Attachment B**MINIMUM FOOD SPECIFICATIONS**

Meat/Seafood—All meats, meat products, poultry, poultry products, and fish must be government-inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade, frozen fish—must be a nationally distributed brand, packed under continuous inspection of the USDA.

Dairy Products—All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled.
- Frozen eggs, USDA-inspected.
- Milk, pasteurized Grade A.

Fruits and Vegetables—

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—US. Grade A Fancy
- Canned fruits and vegetables selected to requirements—U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products—

- Bread, rolls, cookies, pies, cakes, and puddings, either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable.

Staple Groceries—

- Staple groceries to be a quality level commensurate with previously listed standards.

Attachment C

MENU CYCLE FOR LUNCH

Attach a sample 21-day cycle lunch menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year. If a salad bar is offered, list all items on the salad bar on a separate piece of paper.

MENU CYCLE FOR BREAKFAST

Attach a sample 21- day cycle breakfast menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.

Attachment E

MENU CYCLE FOR SNACK (ASSP)

Attach a sample 21-day cycle snack menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.

Attachment F

MENU CYCLE FOR SUMMER FOOD SERVICE PROGRAM (SFSP)

Attach a sample 5-day cycle SFSP menu prepared by the SFA.

COST RESPONSIBILITY DETAIL SHEET

The SFA has deemed the following cost responsibility schedule to be a necessary part of this proposal specification as an indicator of who will bear ultimate responsibility for the cost. Costs that are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA and included in the RFP. The column selected by the SFA for each expense represents whether the SFA or FSMC is *ULTIMATELY* responsible for that cost.

DESCRIPTION	FSMC	SFA	NA
FOOD:			
Food Purchases	☒	☐	☐
Commodity Processing Charges	☒	☐	☐
Processing and Payment of Invoices	☒	☐	☐
LABOR:	☐	☐	☐
FSMC EMPLOYEES:			
Salaries/Wages	☒	☐	☐
Fringe Benefits and Insurance	☒	☐	☐
Retirement	☒	☐	☐
Payroll Taxes	☒	☐	☐
Worker's Compensation	☒	☐	☐
Unemployment Compensation	☒	☐	☐
SFA EMPLOYEES:			
Salaries/Wages	☐	☒	☐
Fringe Benefits and Insurance	☐	☒	☐
Retirement	☐	☐	☒
Payroll Taxes	☐	☐	☒
Worker's Compensation	☐	☐	☒
Unemployment Compensation	☐	☐	☒

The items listed below with two asterisks (**) are direct cost items that may or may not apply to the SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to its operation or designate them as *Not Applicable*.

DESCRIPTION	FSMC	SFA	NA
OTHER EXPENSES:			
**Paper/Disposable Supplies	☒	☐	☐
Cleaning/Janitorial Supplies	☒	☐	☐
**Tickets/Tokens	☐	☐	☒
China/Silverware/Glassware—			
Initial Inventory	☐	☐	☒
Replacement During Operation	☐	☐	☒
Uniforms	☒	☐	☐
**Linens	☒	☐	☐
Laundry	☒	☐	☐
Trash Removal—			
From Kitchen	☒	☐	☐
From Dining Area	☒	☐	☐
From Premises	☐	☒	☐
Pest Control	☐	☒	☐
Equipment Replacement—			
Nonexpendable	☐	☒	☐
Expendable	☒	☐	☐
Equipment Repair	☐	☒	☐
**Car/Truck Rental (Include Explanation in RFP)	☐	☐	☒
**Vehicle Maintenance	☐	☐	☒
**Courier Services (i.e., Bank Deposits, School Deliveries)	☐	☐	☒
**Storage Costs—			
Food	☒	☐	☐
Supplies	☒	☐	☐
**Office Supplies	☒	☐	☐
**Printing	☒	☐	☐
**Promotional Materials	☒	☐	☐

Attachment G**Page 3 of 3**

DESCRIPTION	FSMC	SFA	NA
**Taxes (see page 24)			
Sales	☒	☐	☐
OTHER: (Add other expenses charged to food service. Overhead expenses incurred by the FSMC cannot be included.)			
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

Cleaning responsibilities are listed below:

DESCRIPTION	FSMC	SFA	NA
Food Preparation Areas (Include Equipment)	☒	☐	☐
Serving Areas	☒	☐	☐
Kitchen Floors	☒	☐	☐
Dining Room Floors	☒	☐	☐
Periodic Waxing and Buffing of Dining Room Floors	☐	☒	☐
Restrooms for Food Service Employees	☐	☒	☐
Grease Traps	☒	☐	☐
Daily Routine Cleaning of Dining Room Tables and Chairs	☐	☒	☐
Thorough Cleaning of Dining Room Tables and Chairs	☐	☒	☐
Cafeteria Walls	☐	☒	☐
Kitchen Walls	☒	☐	☐
Light Fixtures	☐	☒	☐
Windows	☐	☒	☐
Window Coverings	☐	☒	☐
Hoods	☒	☐	☐
Grease Filters	☒	☐	☐
Duct Work	☐	☒	☐
Exhaust Fans	☐	☒	☐
OTHER: (List Below)	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA) and Food Service Management Company (Offerer) shall execute this Independent Price Determination Certificate.

OPAA!® Food Management, Inc.

Tulsa Honor Academy

Name of Food Service Management Company

Name of School Food Authority

- A. By submission of this offer, the Offerer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offerer and will not knowingly be disclosed by the Offerer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offerer for the purpose of restricting competition.
 3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offerer certifies that:
1. He or she is the person in the Offerer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
 2. He or she is not the person in other Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does not hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offerer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract, except as follows:



Signature of Food Service Management Company's
Authorized Representative

VP of Strategic Partnerships | 6/1/26

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of School Food Authority's
Authorized Representative

Title

Date

NOTE: Accepting an Offerer's offer does not constitute award of the contract.

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, Title 2 CFR, §180, as adopted and modified by USDA regulation at 2 CFR §417, Responsibilities of Participants Regarding Transactions.

Before completing certification, read instructions on reverse.

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

OPAAI® Food Management, Inc.

Organization Name

PR/Award Number or Project Name

Neil Broderick, VP of Strategic Partnerships

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) 

6/1/26

Date

INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/ or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower-tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person for which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts, Exceeding
\$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.

The undersigned certifies to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

OPAA!® Food Management, Inc.

16401 Swingley Ridge Rd

Suite 600

Chesterfield, MO 63017

Name/Address of Organization

Neil Broderick, VP of Strategic Partnerships

Name/Title of Submitting Official



Signature

6/1/26

Date

STANDARD FORM-LLL

DISCLOSURE OF LOBBYING ACTIVITIES
APPROVED BY OMB

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO
31 U.S.C. 1352
(SEE REVERSE FOR PUBLIC DISCLOSURE)

1. Type of Federal Action: ☐ a. Contract ☐ b. Grant ☐ c. Cooperative Agreement ☐ d. Loan ☐ e. Loan Guarantee ☐ f. Loan Insurance	2. Status of Federal Action: ☐ a. Bid/Offer/Application ☐ b. Initial Award ☐ c. Postaward	3. Report Type: ☐ a. Initial Filing ☐ b. Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number: (if known) 		9. Award Amount: (if known) \$ _____
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI) 		b. Individual Performing Services: (including address if different from No. 10a) (last name, first name, MI)
11. Amount of Payment: (check all that apply) \$ _____ Actual ☐ Planned ☐		Type of Payment: (check all that apply) ☐ a. Retainer ☐ b. One-Time Fee ☐ c. Commission ☐ d. Contingency Fee ☐ e. Deferred ☐ f. Other: (specify) _____
12. Form of Payment: (check all that apply) a. Cash Nature _____ b. In-kind (specify) Value _____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11: (Attach Continuation Sheets if necessary)		
15. Continuation Sheets Attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. §1352. This disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. §1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure. Signature:  Print Name: Neil Broderick Title: VP of Strategic Partnerships Telephone Number: 636-812-0777 Date: 6/1/26		
Federal Use Only:		
Authorized for Local Reproduction		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. §1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10.
 - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
 - b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If *Other*, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are attached.
16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

VALIDATION

NOTE: Proposals must be manually signed on this form in the space provided below.

Has the Offerer, any officer of the Offerer, or any employee of the Offerer who has a proprietary interest in the proposal, ever been disqualified, removed, or otherwise prevented from participating, or completing, a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☒ No ☐

If the answer is *Yes*, please explain the circumstances on a continuation page.

Offerer, in compliance with this RFP, has examined the specifications and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products and is able to furnish the services/products in the time frame specified and at the rates set forth in this proposal. The undersigned, on behalf of the Offerer, certifies that this offer is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor and certifies that all statements contained in the proposal are true and correct. If accepted by the District, this proposal is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: Minority-owned ☐

Female-owned ☐

OPAA!® Food Management, Inc.



Company Name

Signature of Representative

16401 Swingley Ridge Rd. Suite 600

Neil Broderick

Company Address

Typed Name of Representative

Chesterfield, MO 63017

VP of Strategic Partnerships

City, State, Zip

Title

636-812-0777

Telephone Number

Fax Number

6/1/26

nbroderick@opaafood.com

Date

E-Mail

FOOD SERVICE MANAGEMENT COMPANY

MONTHLY LUNCH EQUIVALENCY WORKSHEET

Attachment M

District Name: Tulsa Honor Academy **Month/Year:** _____

Once the contract has been awarded, this form is to be used by the food service management company (FSMC) to show the school district the calculations for determining the lunch equivalencies for each month. Submit Attachments M to the school food authority (SFA) with the monthly invoice.

1. **Actual Meal Counts:** To make the meal count computation, include all Child Nutrition Programs (CNP) that are a part of the contract (i.e., National School Lunch Program [NSLP] meals, School Breakfast Program [SBP] meals, After-School Snack Program [ASSP] meals, Summer Food Service Program [SFSP] meals, Seamless Summer Program [SSP] meals, Child and Adult Care Food Program [CACFP] meals, if applicable). The number of lunches, breakfasts (2 breakfasts equal 1 lunch), and snacks (3 snacks equal 1 lunch) served to children shall be determined by actual count.

BASED ON _____ DAYS OF SERVICES					
Breakfast Meals		Lunch Meals		Snack Meals	
Contract Breakfasts		Contract Lunches		Contract Snacks	
SBP Breakfasts		NSLP Lunches		NSLP Snacks	
SFSP Breakfasts		SFSP Lunches/ Suppers		SFSP Snacks	
SSP Breakfasts		SSP Lunches/ Suppers		SSP Snacks	
CACFP Breakfasts		CACFP Lunches/ Suppers		CACFP Snacks	
	Total Breakfast		Total Lunches		Total Snacks
	+		+		=
	(add)		(add)		
Total Breakfast ÷ (divide) 2		Total Lunches		Total Snacks ÷ (divided) 3	Lunch Equivalents Based on Meal Counts

2. **Extra Revenue:** Based on extra revenue received—extra CNP revenue shall include sales from adult meals, à la carte sales to students and adults, and revenue from catering, vending machine sales, and concessions.

BASED ON _____ DAYS OF SERVICE	
Total Revenue From Adult & Visitor Meals, if applicable	
Total Revenue From À la Carte Sales, if applicable	
Total Revenue From Catering/Special Event Meals, if applicable	
Total Revenue From Concessions, if applicable	
Total Revenue From Vending Machine Sales, if applicable	
Total Extra CNP Revenue	

	÷		=	
Total Extra CNP Revenue	(divide)	Meal Equivalency Rate (Current FY Free rate + incentive rate + USDA Foods rate)		Meal Equivalent Based on Extra Revenue

	+		=	
Lunch Equivalents Based on Meal Counts <i>(From Section 1)</i>	(add)	Meal Equivalents Based on Extra Revenue <i>(From Section 2)</i>		Grand Total of Lunch Equivalents

	X		=	
Lunch Equivalencies	multiply	Bid Award Amount		Total \$ Amount Owed

Total \$ Amount Owed <i>(Amount from Section 3)</i>	minus	USDA Foods Received <i>(Actual Amount not Standard)</i>	=	Grand Total \$ Amount Owed

Total Cost of Food and Milk for Students	
Total Cost of Adult & Visitor Meals, if applicable	
Total Cost of Food and Milk for CACFP/At-Risk, if applicable	
Total Cost of À la Carte Sales, if applicable	
Total Cost of Contract Meals, if applicable	
Total Cost of Catering/Special Event Meals, if applicable	
Total Cost of Concessions, if applicable	
Total Cost of Vending Machine Sales, if applicable	
TOTAL COST: BUY AMERICAN TRACKER	

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Attachment N

The SFA must monitor the FSMC through periodic on-site visits to ensure that the food service operation is in conformance with the SFA's agreement to operate the program in accordance with USDA program regulations. This must be done on an annual basis using the attached form. (Reference 7 CFR §210.16.) These forms are to be retained at the SFA site.

SFA-FSMC MONITORING FORM

Review Date: _____

Name of District and Site Monitored: _____

Menus and Service	Yes	Needs Improvement	NA
Has the FSMC followed the 21-day cycle menu, as described in contract, for the first 21 days of the contract? <i>(Monitor during the first year of contract only)</i>	☐	☐	☐
If changes were made to menus following the first 21 days of the contract, did the SFA approve them?	☐	☐	☐
Have all menu standards been maintained as to type and quality of meal service as outlined in the contract?	☐	☐	☐
Have all menus been developed using the agreed upon menu-planning systems?	☐	☐	☐
Is the FSMC serving only reimbursable meals that comply with the latest dietary guidelines as established by USDA in federal regulations for the NSLP, the SBP, and all other USDA-contracted meal programs?	☐	☐	☐
Has the SFA retained control of the quality, extent, and general nature of its food program?	☐	☐	☐
Has the SFA made no payment to the FSMC for meals that are spoiled or unwholesome at time of delivery or do not meet detailed specifications or do not otherwise meet the requirements of the contract?	☐	☐	☐
Are production records completed each day for all meals claimed for reimbursement?	☐	☐	☐
Is the FSMC following regulations concerning not selling restricted foods of minimal nutritional value in the food service areas during meal service periods (e.g., carbonated beverages, certain candies, water ices, and chewing gum)?	☐	☐	☐
Are meals monitored after the last food or menu item is served/selected to ensure that only reimbursable meals are claimed?	☐	☐	☐
Do the foods purchased meet the quality specification standards indicated in the contract?	☐	☐	☐
Does the SFA evaluate the FSMC's menus for affordability, nutrition requirements, and appeal to the students?	☐	☐	☐
USDA-Donated Foods			
Does the SFA receive credit for the value of USDA-donated foods received during the school year or fiscal year?	☐	☐	☐
Credit for the value of donated foods was received through <i>(circle all that apply)</i> :			
Invoice reductions	☐	☐	☐
Refunds	☐	☐	☐
Discounts	☐	☐	☐
Other:	☐	☐	☐

Attachment N cont.

USDA-Donated Foods continued	Yes	Needs Improve-ment	NA
Does the FSMC provide clear documentation of the value received and of credit being recognized? <i>(This includes crediting for the value of donated foods contained in processed end products.)</i>	☐	☐	☐
Does the USDA-Foods billing statement detail the value of the USDA-Foods received and that it was used as the value for all credits?	☐	☐	☐
Does the FSMC contract outline the frequency by which crediting will occur and was that followed? <i>(Crediting is to be reconciled at least annually.)</i>	☐	☐	☐
Does the SFA retain title to all USDA-donated foods and ensure that all USDA-donated foods are made available to the FSMC, including processed foods?	☐	☐	☐
Does the SFA/FSMC use USDA-donated foods to the maximum extent in quantities that can be used and stored without waste?	☐	☐	☐
Does the FSMC use all donated foods or commercially purchased foods of the same generic quality of U.S. origin and of equal or better quality than the donated foods in the SFA's food service?	☐	☐	☐
Does the FSMC use all donated ground beef, ground pork, and all processed end products in the SFA's food service, without substitution?	☐	☐	☐
For cost-reimbursable contracts, does the FSMC ensure that its system of inventory management not result in the SFA being charged for donated foods?	☐	☐	☐
Is the FSMC responsible for receiving donated foods on behalf of the SFA?	☐	☐	☐
If Yes, is the SFA verifying delivery of donated food shipments and end products and not relying solely on the FSMC records?	☐	☐	☐
Financial Accountability Procedures			
Do the food service daily meal count records accurately reflect the counts of student and adult meals by meal type and eligibility category?	☐	☐	☐
The FSMC maintains records to support the claims for reimbursement, reports claim information to the SFA promptly at the end of each month, and has meal count records for meals not covered by the claim; e.g., adult meals.	☐	☐	☐
Do the food service daily income records accurately reflect the revenue received by meal type (student meals, adult meals, à la carte, etc.)	☐	☐	☐

Sanitation and Safety Procedures	Yes	Needs Improve -ment	NA
Are facilities and equipment adequately maintained for safety and sanitation?	☐	☐	☐
Do employees practice safe food-handling procedures?	☐	☐	☐
Are state health licenses maintained as required by the contract?	☐	☐	☐
Does the SFA ensure that all state and local regulations are being met by the FSMC?	☐	☐	☐
Other Contractual Requirements			
Has the FSMC used the advisory committee of parents, students, and teachers to assist in menu planning?	☐	☐	☐
Have all corrections been made as required if problems were noted during an SFA review, administrative review, or a program audit?	☐	☐	☐
Does the SFA have procedures in place to monitor the FSMC's contract compliance?	☐	☐	☐
Is documentation monitoring maintained?	☐	☐	☐
Has the FSMC staffing plan been approved by the SFA?	☐	☐	☐
Have staffing plans been followed per the contract?	☐	☐	☐
Has the SFA retained all food service responsibilities not allowed to be delegated to the FSMC?	☐	☐	☐
If <i>No</i> , list what was delegated?	☐	☐	☐
FSMC's food service operations are monitored by the SFA through periodic on-site visits to ensure that the food service is in conformance with program regulations and that program review and audit findings are resolved.	☐	☐	☐
Is monitoring documentation maintained?	☐	☐	☐
Have all responsibilities of the SFA and the FSMC been implemented as defined by the terms of the contract?	☐	☐	☐
If <i>No</i> , explain.			
Procurement Requirements			
Did the SFA follow the appropriate procurement procedures when awarding the FSMC contract, including preparing all contract documents? (These documents include, but are not limited to, specifications, the RFP, the contract, and any contract amendments.)	☐	☐	☐
Were there an adequate number of qualified RFP responses to permit reasonable competition?	☐	☐	☐
Was the RFP publicized, and were any reasonable requests by other sources to compete honored to the maximum extent practicable?	☐	☐	☐
Was the FSMC awarded the contract based on the SFA-provided mechanisms for technical evaluation of the proposals? (<i>For new contracts only</i>)	☐	☐	☐
Was the contract awarded to the responsible Offerer whose proposal was the most advantageous to the SFA with price and other factors considered (<i>with price as the primary factor</i>)?	☐	☐	☐

Attachment N cont.

List Corrective Actions Taken for All <i>Needs Improvement</i> Items	Date of Implementation

Other Comments:

Signature of FSMC Representative:	Title:	Date:
Signature of SFA Official:	Title:	Date:

APPENDIX—BREAKFAST/LUNCH MEAL PATTERN

Meal Pattern Requirements	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food ^b Per Week (Minimum Per Day)					
Fruits (cups) ^b	5 (1) ^e	5 (1) ^e	5 (1) ^e	2.5 (0.5)	2.5 (0.5)	5 (1)
Vegetables (cups) ^b	0	0	0	3.75 (0.75)	3.75 (0.75)	5 (1)
Dark green ^c	0	0	0	0.5	0.5	0.5
Red/Orange ^c	0	0	0	0.75	0.75	1.25
Beans/Peas (Legumes) ^c	0	0	0	0.5	0.5	0.5
Starchy ^c	0	0	0	0.5	0.5	0.5
Other ^{c,d}	0	0	0	0.5	0.5	0.75
Additional Veg to Reach Total ^e	0	0	0	1	1	1.5
Grains (oz eq) ^{f, i}	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^g	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^h	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^h	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{h,i}	< 540	< 600	< 640	< 1100	< 1225	< 1280

^a Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One-quarter cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

^c Larger amounts of these vegetables must be served.

^d This category consists of *Other Vegetables* as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, the *Other Vegetables* requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in 210.10(c) (2)(iii).

^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^f Eighty percent (80%) of the all grains offered for the week must be whole grain-rich.

^g All fluid milk must be lowfat (1 percent or less, unflavored or flavored) or fat-free (unflavored or flavored). Flavored milk cannot contain more than 10 grams of added sugar. **Whole milk and reduced fat (2%) can be served at lunch only.**

^h Discretionary sources of calories (solid **fats and added sugars**) may be added to the meal pattern if within the specifications for calories, saturated fat (**excluding milk**), and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent are not allowed.

ⁱ Yogurt must contain no more than 12 grams of added sugars per 6 ounces.

^j Breakfast cereals must contain no more than six grams of added sugar per dry ounce .

APPENDIX—AFTER-SCHOOL SNACK MEAL PATTERNS

Food Components and Food Items ¹	Ages 3-5	Ages 6-12	Ages 13-18 ²
Fluid Milk³	4 fluid ounces	8 fluid ounces	8 fluid ounces
Lean meat, poultry, or fish	1/2 ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	1/2 ounce	1 ounce	1 ounce
Cheese	1/2 ounce	1 ounce	1 ounce
Large egg	1/2	1/2	1/2
Cooked dry beans or peas	1/8 cup	1/4 cup	1/4 cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp	2 Tbsp	2 Tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or 1/4 cup	4 ounces or 1/2 cup	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts, or seed	1/2 ounce	1 ounce	1 ounce
Vegetables⁶	1/2 cup	3/4 cup	3/4 cup
Fruits⁶	1/4 cup	1/4 cup	1/4 cup
Grains^{7,8}			
Whole grain-rich or enriched bread	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as a biscuit, roll, or muffin	1/2 oz eq	1 oz eq	1 oz eq
Flakes or rounds	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/4 cup	1/4 cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five years old. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older. Flavored milk cannot contain more than 10 grams of added sugar.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 12 grams of added sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ The grain item must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

⁸ Breakfast cereals must contain no more than six grams of added sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD AND ADULT FOOD PROGRAM (CACFP) BREAKFAST MEAL PATTERN

(Select all three components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Pro- grams and Emer- gency Shelters)
Fluid Milk ³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both ⁴	1/4 cup	1/2 cup	1/2 cup	1/2 cup
Grains (oz eq)^{5,6}				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold)^{7,8}				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

¹ Must serve all three components for a reimbursable meal. Offer versus Serve is an option for at-risk after-school participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five years old. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ Eighty percent (80%) of grains served for the week must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternate is equal to one ounce equivalent of grains.

⁷ Breakfast cereals must contain no more than six grams of added sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁸ The minimum serving size specified in this section for ready-to-eat breakfast cereals must be served.

CHILD AND ADULT FOOD PROGRAM (CACFP)

LUNCH/SUPPER MEAL PATTERN

(Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Pro- grams and Emer- gency Shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/Meat Alternates				
Lean meat, poultry, or fish	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Cheese	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Large egg	1/2	3/4	1	1
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup
Peanut butter or soy nut butter or other nut or seed butters	4 ounces or 1/2 cup	6 ounces or 3/4 cup	8 ounces or 1 cup	8 ounces or 1 cup
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or 1/2 cup	6 ounces or 3/4 cup	8 ounces or 1 cup	8 ounces or 1 cup
Peanuts, soy nuts, tree nuts or seeds, as listed in Program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounce of nut/seeds = 1 ounce of cooked lean meat, poultry, or fish)	1/2 ounce	3/4 ounce	1 ounce	1 ounce
Vegetables⁶	1/8 cup	1/4 cup	1/2 cup	1/2 cup
Fruits^{6,7}	1/8 cup	1/4 cup	1/4 cup	1/4 cup
Grains (oz eq)⁸				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup

- ¹ Must serve all five components for a reimbursable meal. Offer versus Serve is an option for at-risk after-school participants.
- ² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.
- ³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five years old. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older. Flavored milk cannot contain more than 10 grams of added sugar.⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.
- ⁵ Yogurt must contain no more than 12 grams of added sugars per 6 ounces.
- ⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
- ⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward the grains requirement.
- ⁹ Breakfast cereals must contain no more than six grams of added sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD AND ADULT FOOD PROGRAM (CACFP) SNACK MEAL PATTERN

(Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Programs and Emergency Shelters)
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/Meat Alternates				
Lean meat, poultry, or fish	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Cheese	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Large egg	1/2	1/2	1/2	1/2
Cooked dry beans or peas	1/8 cup	1/8 cup	1/4 cup	1/4 cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp	1 Tbsp	2 Tbsp	2 Tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or 1/4 cup	2 ounces or 1/4 cup	4 ounces or 1/2 cup	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts, or seed	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Vegetables⁶	1/2 cup	1/2 cup	3/4 cup	3/4 cup
Fruits⁶	1/8 cup	1/4 cup	1/4 cup	1/4 cup
Grains (oz eq)⁷				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold)^{8,9}				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

- ¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.
- ² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.
- ³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five years old. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older. Flavored milk cannot contain more than 10 grams of added sugar.
- ⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.
- ⁵ Yogurt must contain no more than 12 grams of added sugars per 6 ounces.
- ⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.
- ⁸ Breakfast cereals must contain no more than six grams of added sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
- ⁹ The minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served.


TULSA HONOR ACADEMY

... ACADEMICS - CHARACTER - EXCELLENCE ...

THA NETWORK OFFICE
1421 S. SHERIDAN RD.
TULSA, OK 74112
918-324-4768

BREAKFAST MENU

DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
Biscuit & Gravy Fruit Milk	Sausage Patty Cinnamon Toast Fruit Milk	Breakfast Burrito Fruit Milk	Waffle Scrambled Eggs Juice Milk	Cinnamon Roll Fruit Milk
DAY 6	DAY 7	DAY 8	DAY 9	DAY 10
Biscuit & Gravy Fruit Milk	Scrambled Eggs Toast Fruit Milk	Biscuit Sausage Patty Fruit Milk	Waffle Scrambled Eggs Juice Milk	Donut Fruit Milk
DAY 11	DAY 12	DAY 13	DAY 14	DAY 15
Biscuit & Gravy Fruit Milk	Sausage Patty Cinnamon Toast Fruit Milk	Breakfast Burrito Fruit Milk	Waffle Scrambled Eggs Juice Milk	Cinnamon Roll Fruit Milk
DAY 16	DAY 17	DAY 18	DAY 19	DAY 20
Biscuit & Gravy Fruit Milk	Scrambled Eggs Toast Fruit Milk	Biscuit Sausage Patty Fruit Milk	Waffle Scrambled Eggs Juice Milk	Donut Fruit Milk
DAY 21				
Biscuit & Gravy Fruit Milk				


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LUNCH MENU

DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
Corn Dog Oven Fries Fruit Milk	Chicken Soft Taco Refried Beans Fruit Milk	Spaghetti Broccoli Fruit Milk	Chicken Sandwich Sweet Potato Fries Fruit Milk	Personal Pizza Baby Carrots Fruit Milk
DAY 6	DAY 7	DAY 8	DAY 9	DAY 10
Ham & Cheese Melt Tomato Soup Fruit Milk	Chicken Nachos Black Beans Fruit Milk	Pizza Pasta Zucchini Fruit Milk	Chicken Nuggets Mashed Potatoes Fruit Milk	Cheeseburger Side Salad Fruit Milk
DAY 11	DAY 12	DAY 13	DAY 14	DAY 15
Corn Dog Roasted Squash Fruit Milk	Chicken Taco Refried Beans Fruit Milk	Spaghetti Spinach Fruit Milk	Chicken Sandwich Baked Carrots Fruit Milk	Personal Pizza Romaine Salad Fruit Milk
DAY 16	DAY 17	DAY 18	DAY 19	DAY 20
Ham & Cheese Melt Oven Fries Fruit Milk	Chicken Nachos Black Beans Fruit Milk	Pizza Pasta Steamed Broccoli Fruit Milk	Chicken Nuggets Sweet Potato Mash Fruit Milk	Cheeseburger Baby Carrots Fruit Milk
DAY 21				
Corn Dog Side Salad Fruit Milk				



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

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1421 S. SHERIDAN RD.
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918-324-4768

SNACK MENU

DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
Chips Milk	Cheez-Its Apple Slices	Yogurt Milk	Chex Snack Mix Juice	Animal Crackers Milk
DAY 6	DAY 7	DAY 8	DAY 9	DAY 10
Scooby Snacks Milk	Honey Grahams Orange Wedges	Cheddar Chex Mix Milk	Sunflower Kernels Juice	Cheez-Its Milk
DAY 11	DAY 12	DAY 13	DAY 14	DAY 15
Elf Grahams Milk	Muffin Banana	Chips Milk	Goldfish Juice	Tiger Bites Milk
DAY 16	DAY 17	DAY 18	DAY 19	DAY 20
Animal Crackers Milk	Chips Apple Slices	Cheese Stick Milk	Blueberry Muffin Juice	Goldfish Milk
DAY 21				
Sunflower Kernels Milk				

Coversheet

Approval of Updated Salary Scale

Section:	VI. Action Agenda II
Item:	I. Approval of Updated Salary Scale
Purpose:	Vote
Submitted by:	
Related Material:	2026-2027 THA Salary Scales.pdf



Starting Teacher Salary			
Years of Teaching Experience*	Bachelor's + Not certified or emergency certified	Bachelor's + Non-Standard, Non-Emergency Certified^	Updated Bachelor's + Standard Certified^
0	\$46,000	\$47,500	\$49,000
1	\$46,750	\$48,250	\$49,750
2	\$47,500	\$49,000	\$50,500
3	\$48,250	\$49,750	\$51,250
4	\$49,000	\$50,500	\$52,000
5	\$49,750	\$51,250	\$52,750
6	\$50,250	\$51,750	\$53,250
7	\$50,750	\$52,250	\$53,750
8	\$51,250	\$52,750	\$54,250
9	\$51,750	\$53,250	\$54,750
10	\$52,250	\$53,750	\$55,250
11	\$52,750	\$54,250	\$55,750
12	\$53,250	\$54,750	\$56,250
13	\$53,750	\$55,250	\$56,750
14	\$54,250	\$55,750	\$57,250
15	\$54,750	\$56,250	\$57,750
16	\$55,250	\$56,750	\$58,250
17	\$55,750	\$57,250	\$58,750
18	\$56,250	\$57,750	\$59,250
19	\$56,750	\$58,250	\$59,750
20	\$57,250	\$58,750	\$60,250

* Years of teaching experience include full-time lead Bachelor-level Teacher experience in an accredited K-12 school (public, private, or charter) for at least 8 consecutive months of a given school year. This may also include experience as an Assistant Principal, Dean, Principal, or similar certified-type position. THA recognizes up to 20 years of experience outside of THA.

^ Tulsa Honor Academy values commitment to the teaching profession, as evidenced by certification. Certified means an Oklahoma State Teaching Certification in any area, valid through the end of the school year listed in the letter of agreement.

A Teacher with an earned master's or higher in K-12 education will receive a \$1000 increase from their placement on the salary schedule. An earned master's or higher in any other area will result in a \$500 increase. Increases are applied depending on the date earned in alignment with our Staff Handbook. For the purposes of the increase, THA will recognize one additional degree above a bachelor's.

Tulsa Honor Academy values Teacher retention. Typically, Teachers at THA are initially placed on the scale then receive an annual increase the next year, rather than moving to the next step on the salary schedule. For the 2025-2026 school year, the increase was 2.5% for Teachers employed with THA as a Teacher for the full year, and 1.25% for staff who were employed as a Teacher for at least half the year but less than the full year.

This salary scale was revised in 2026, with plans to revisit at least every 3 years.



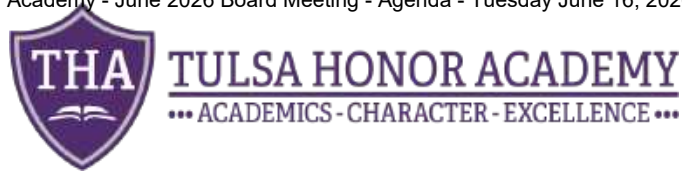
Starting Staff Salary Ranges

Title	Starting	Max Starting	Max
Chief	\$100,000	\$115,000	\$150,000
Managing Director	\$90,000	\$100,000	\$120,000
Principal of 900+	\$84,000	\$95,000	\$120,000
Principal of 600-899	\$82,000	\$95,000	\$115,000
Principal of <600	\$80,000	\$95,000	\$110,000
Network Director	\$77,000	\$95,000	\$105,000
Senior Manager	\$67,000	\$77,000	\$95,000
Assistant Principal	\$62,000	\$77,000	\$83,700
Manager	\$62,000	\$77,000	\$83,700
Senior Coordinator (requiring bachelor's degree)	additional \$5,000 to current base salary; annual increase not applied		
Coordinator (requiring bachelor's degree)	\$47,000	\$57,000	\$62,750
Senior Specialist/Coordinator (not requiring bachelor's degree)	additional \$5,000 to current base salary; annual increase not applied		
Discipline Specialist (with a bachelor's degree)	\$46,000	\$56,000	\$61,750
Specialist/Coordinator (not requiring bachelor's degree)	\$38,000	\$43,000	\$50,600
Tulsa Honor Academy values Staff retention. Typically, Staff at THA are initially placed on the scale then receive an annual increase the next year, rather than moving to the next step in a salary schedule. For the 2025-2026 school year, the increase was 2.5% for Staff employed with THA as a Staff for the full year, and 1.25% for staff who were employed as a Staff for at least half the year but less than the full year.			

Coversheet

Approval of FY27 Contract with Speakable Technologies Inc.

Section:	VI. Action Agenda II
Item:	J. Approval of FY27 Contract with Speakable Technologies Inc.
Purpose:	Vote
Submitted by:	
Related Material:	Speakable Technologies Inc. - 7_1_2026 to 6_30_2027.pdf



CONTRACT COVER SHEET

BASIC INFORMATION

Vendor:	Speakable Technologies Inc.
Description of Service:	This quote includes access to THA's language production assessment tool, for ELD and secondarily ELA that is used for Language Proficiency Benchmarking at THA MS, THA FMS, and THA HS.
Jurisdiction or Governing Law:	California
Term of contract:	7/1/2026 to 6/30/2027
Funding Source:	General - Scholar Interventions Budget
Total Cost:	\$31,000
THA Signer:	Chief Academic Officer
Contract Type:	Renewal If Renewal, price change notes: Change in # of licenses, No initial set up fees.
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.

COPPA, FERPA, and School Consent for Educational Software

A short guide for schools and districts reviewing Speakable

Summary

Federal guidance recognizes that schools may consent on behalf of parents under COPPA when an online service is used for a school-authorized educational purpose and not for another commercial purpose.

Separately, FERPA allows schools and districts to disclose student education-record information to certain third-party providers under the “school official” exception when specific conditions are met.

A written agreement, data privacy agreement, or similar contract is commonly used to document those conditions, including educational purpose, school control, confidentiality, data use limits, and re-disclosure restrictions.

Official guidance links

FTC COPPA FAQ, Section N: COPPA and Schools

<https://www.ftc.gov/business-guidance/resources/complying-coppa-frequently-asked-questions>

FTC blog: COPPA Guidance for Ed Tech Companies and Schools

<https://www.ftc.gov/business-guidance/blog/2020/04/coppa-guidance-ed-tech-companies-schools-during-coronavirus>

U.S. Department of Education: School Official Exception FAQ

<https://studentprivacy.ed.gov/faq/when-does-school-official-exception-allow-school-or-lea-non-consensually-disclose-education>

U.S. Department of Education: Protecting Student Privacy While Using Online Educational Services

https://studentprivacy.ed.gov/sites/default/files/resource_document/file/Student%20Privacy%20and%20Online%20Educational%20Services%20%28February%202014%29_0.pdf

U.S. Department of Education: Responsibilities of Third-Party Service Providers under FERPA

https://studentprivacy.ed.gov/sites/default/files/resource_document/file/Vendor%20FAQ.pdf

Software as a service (“SaaS”) Order Form

Customer: Tulsa Honor Academy	Contact: Kate Freudenheim
Address: 1421 S. Sheridan Rd.	Phone: (918) 324-4768
Tulsa OK 74112	E-Mail: kfreudenheim@tulсахonor.org
Services: Speakable will provide digital learning software for the customer, including services provided via http://speakable.io (the “Service(s)”).	
Service Term: 12 months (no automatic renewal)	Service Start Date: 07/01/2026 Service End Date: 07/01/2027
Plan Type: Organization (student licenses)	Payment Terms: Net 30
Organization Plan Services • Create and assign activities with all 6 page types and multimedia integration • Unlimited AI-powered feedback and grading • Student portfolios and cohort progress reports • Shared teamspaces and organization libraries • Google Classroom integration (SSO, roster syncing, grade passback) and LTI integrations for Canvas, Schoology, and other LMS platforms • Admin access to usage analytics and user management tools • Teacher and Admin user seats included at no additional charge. • Live professional development sessions available during subscription term, delivered virtually • Dedicated success manager and onboarding support	

Seat or License	Quantity	Seat / License / Year	Subtotal
Student Licenses	1550	\$20.00	\$31,000
Total Contract Value (USD)			\$31,000

Software as a service ("SaaS") Agreement

This software as a service ("SaaS") agreement is entered into on _____ (the "Effective Date") between Speakable Technologies, Inc. (doing business as Speakable), with a place of business at 1606 Headway Cir STE 9278, Austin, TX 78754 (the "Company"), and the Customer listed above (the "Customer"). By signing this agreement, the Company and the Customer agree to carry out the terms described above, as well as our Terms and Conditions and contains, among other things, warranty, disclaimers, liability limitations and use limitations, which can be found at <https://speakable.io/privacy> and <https://speakable.io/terms>. In the absence of a separately executed Data Processing Agreement ("DPA"), the Student Data Privacy Addendum at <https://www.speakable.io/policies/student-data-privacy-addendum> is incorporated by reference.

Speakable Technologies, Inc.

By:

By:

Name: Austin Meusch

Name: _____

Title: Chief Executive Officer

Title: _____

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Effective April 2, 2025

Terms of Use

Speakable is a comprehensive online language platform to help schools and districts teach language curriculum and, in particular, speaking. The platform includes web-based content, teacher tools, and resources. We refer to these products as the “Website” or the “Services”.

The following terms of use (“Terms of Use”) and any documents that they reference are a legally-binding contract between you and Speakable, Inc. (“Company,” “Speakable” “we,” or “us”), and govern your use of our Services. If you are using the Services on behalf of a school or institution (“Institution”) that has a separate written agreement with Speakable and there is any inconsistency between that agreement and these Terms of Use, the agreement with your Institution will prevail to the extent of the inconsistency.

By using the Website, you accept and agree to be bound by these Terms of Use and our Privacy Policy. Any capitalized term not defined in these Terms of Use has the definition provided in the Privacy Policy. If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

If you are under the age of 18, you represent that your legal guardian has reviewed and agreed to the Terms of Use. If you don't get your parent or guardian to read and agree to the Terms of Use, you don't have permission to use the Services

Accessing the Website

We are constantly changing and improving our Services. We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We may add or remove functionalities or features, and we may suspend or stop the Services altogether at our sole discretion, including, for example, if you do not comply with these Terms of Use or if, in our opinion, you have violated any provision of these Terms of Use.

We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

We have created a selection of free and paid membership plans providing a variety of features for students, teachers, schools and districts.

While access to and use of some of the Services is free, in the future, we may change our pricing structure, or may offer new or additional special features, which we may charge for. We will notify you when we intend to charge for a service or feature. You will always have the choice of whether to use those features. If you continue to use any service or feature after you have been notified of any applicable fees, that use constitutes your acceptance of any new or increased fees.

Children under the age of 13

Because some of our users may be interested in it, we have included some information below related to the Children's Online Privacy and Protection Act ("COPPA"). COPPA requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. Therefore, we only collect Personal Information through the Services from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the Terms of Use) to obtain parental consent for that child to use the Services and disclose Personal Information to us. A parent or guardian may sign up his or her child for the Services and provide Personal Information about that child to us. However, no child under 13 may send us any Personal Information unless he or she has signed up through his or her school, district or teacher and such school, district or teacher has obtained parental consent for that child to use the Services and disclose Personal Information to us. If you are a student under 13, please do not send any Personal Information to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any Personal Information other than what we request from you in connection with the Services. If we learn we have collected Personal Information from a student under 13 without parental consent from his or her parent or guardian or obtained by his or her school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at admin@Speakableapp.com.

If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are either (a) a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students or (b) the parent of such student(s). If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you

must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. When obtaining consent, you must provide parents and guardians with these Terms and our Privacy Policy. You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

Website Security and Privacy

Please read our [Privacy Policy](#), which explains how we treat your personal information. By using our Services, you agree that we can use such data in accordance with our Privacy Policy.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#).

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat this information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also

agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Speakable Technology and Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement of the Website), are owned by Speakable Technologies, Inc., its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except that you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any of our Services. You will not access the Services to build a product using similar ideas, features, functions, interface or graphics of the Services. You must not remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or

any content on the Website is transferred to you, and all rights not expressly granted are reserved by Speakable. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Website does not constitute any right or license for you to use such service marks/trademarks, without the prior written permission of the corresponding service mark/trademark owner. Your use of our Website does not grant you ownership rights of any kind in our Website.

User-Generated Content

You own the content, images, and activities you post on Speakable. However, you have some responsibilities regarding it, and we ask you to grant us some rights so we can provide services to you.

Short version: You own content you create, but you allow us certain rights to it, so that we can display and share the content you post. You still have control over your content, and responsibility for it, and the rights you grant us are limited to those we need to provide the service. We have the right to remove content or close accounts if we need to. You do not have the right to add or share explicit content or language such as nudity, graphic images which contain violence, and words considered to be “swear” words in any language to Speakable.

Responsibility for User-Generated Content

You may create or upload User-Generated Content while using the Service. You are solely responsible for the content of, and for any harm resulting from, any User-

Generated Content that you post, upload, link to or otherwise make available via the Service, regardless of the form of that Content. We are not responsible for any public display or misuse of your User-Generated Content.

Speakable May Remove Content

We do not pre-screen User-Generated Content, but we have the right (though not the obligation) to refuse or remove any User-Generated Content that, in our sole discretion, violates any Speakable terms or policies.

Ownership of Speakable Flashcard Sets, Lessons, and Videos

Speakable owns content created by Speakable, including but not limited to sets, videos, and lessons which Users may also work with. Users own and are responsible for all content created on the platform. Speakable reserves the right to remove any user-generated content deemed inappropriate.

User-Generated Bank Contributions

Teacher Users may post content to the Public Library (“Shared Repository”), a shared repository of flashcard sets and lessons. Items posted to any Shared Repository will have a Creative Commons Attribution-Non Commercial License CC BY-NC which you can read here.

Ownership of Content, Right to Post, and License Grants

You retain ownership of and responsibility for Content you create or own (“Your Content”). If you’re posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any Content you post; that you will only submit Content that you have the right to post; and that you will fully comply with any third party licenses relating to Content you post.

Because you retain ownership of and responsibility for Your Content, we need you to grant us — and other Speakable Users — certain legal permissions, outlined in this section. These license grants apply to Your Content. You understand that you will not receive any payment for any of the rights granted in this section. The licenses you grant to us will end when you remove Your Content from our servers, unless other Users have copied it.

License Grant to Speakable

We need the legal right to do things like host Your Content, publish it, and share it. You grant us and our legal successors the right to store, parse, and display Your Content, and make incidental copies as necessary to render the Website and provide the Service. This includes the right to do things like copy it to our database and make backups; show it to you and other users; parse it into a search index or otherwise analyze it on our servers; share it with other users; and perform it, in case Your Content is something like music or video.

By providing any User-Generated Content on the Website, you grant us and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

This license does not grant Speakable the right to sell Your Content or otherwise distribute or use it outside of our provision of the Service.

License Grant to Other Users

Any User-Generated Content you post publicly, including flashcard sets, lessons or videos, may be viewed by others. By setting your sets or lessons to be viewed publicly, you agree to allow others to view and copy your sets and lessons (this means that others may make their own copies of Content from Your Content).

If you set your flashcard sets, lessons or videos to be viewed publicly, you grant each User of Speakable a nonexclusive, worldwide license to use, display, and perform Your Content through the Speakable Service. If you are uploading Content you did not create or own, you are responsible for ensuring that the Content you upload is licensed under terms that grant these permissions to other Speakable Users.

You grant other Teacher Users an Attribution-NonCommercial CC BY-NC license to any of Your Content posted in a Shared Repository.

Please note that some User Contributions may be deemed an Education Record under the Family Educational Rights and Privacy Act (“FERPA”).

Your Representations and Warranties

You represent and warrant that you will not provide any User Contributions or otherwise use the Services in a way that:

1. infringes these Terms of Use;
2. infringes, violates or misappropriates another’s intellectual property rights, rights of publicity or privacy, or other rights; violates any international, federal, state or local law, statute, ordinance or regulation or which would render Speakable in violation of any applicable laws or regulations, including the Children’s Online Privacy Protection Act (COPPA) and FERPA;
3. is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or
4. jeopardizes the security of your account in any way, such as allowing someone else access to your account or password.

You also represent, warrant and agree that you possess all rights necessary to provide your User Contributions and grant us the rights in these Terms of Use.

Acceptable Use and Conduct

We want Speakable to be a safe and respectful environment for all of our users. When you use our Services, you must comply with these Terms of Use, including all of these requirements for acceptable use and conduct.

You must not:

1. Use the Services in a way that violates any federal, state, local or international law or regulation (including COPPA and FERPA and any laws about the export of data or software to and from the US or other countries).
2. Make any User Contributions that contain material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
3. Use the Services in a way that could promote sexually explicit material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
4. Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
5. Post or share answers to Speakable activities or lessons on any external website, online forum, social media platform, or other publicly-accessible electronic means.
6. Promote any illegal activity, or advocate, promote or assist any unlawful act.
7. Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

8. Impersonate any person, or misrepresent your identity or affiliation with any person or organization, or use manipulated identifiers in order to disguise the origin on any content transmitted to or through the Services.
9. Transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
10. Use the Services for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
11. Send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
12. Engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm Speakable or users of the Website or expose them to liability.

Additionally, you agree not to:

1. Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
2. Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying users’ content or information, or any of the material on the Website.
3. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
4. Use any device, software or routine that interferes with the proper working of the Website.

5. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
6. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
7. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
8. Otherwise attempt to interfere with the proper working of the Website

If we believe that you have violated any of the above, or any other part of these Terms of Use, we may terminate your right to access or use the Services or take any other action that we, in our sole discretion, deem necessary or appropriate. We may take appropriate legal action, including referral to law enforcement and cooperating with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING OR AS A RESULT OF OUR INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our Copyright Policy for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate without notice the user accounts of repeat infringers. However, we reserve the right to identify and terminate users under any circumstances we deem appropriate, including after only a single instance of allegedly infringing behavior by that user.

Links from the Website

If the Website (including User Contributions) contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Location

We are based in the United States and data is stored on data servers in the United States. By using this Website, you consent to your data being transferred to and processed in the United States. The Website and its content may not be accessible or appropriate outside of the United States.

Additional Terms by User Type

These Terms of Use apply to all users of our Services, but there are special additional terms for you depending on what type of user you are. You may not sign up for or use

the Services as someone you are not; Speakable may disable or terminate your account if you do so.

Students

If you are a student using the Services, then these terms apply to you:

- Please do not provide any personal information about yourself to us, other than what we request from you.
- You must be at least 13 years of age to use the Website.
- If you are between 13 and 18 years of age, you must get the consent of your parent or guardian to these Terms of Use.

Teachers

If you are a teacher, school leader, aide, parent or other similar personnel (“School Personnel”) who uses the Website to help teach students, these terms apply to you.

You understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personal information from children under 13 years of age without consent and you understand that we will not let children under the age of 13 use the Services.

You also understand and acknowledge that you must comply with FERPA, including the obligations outlined below.

Schools or School Districts

If you are agreeing to these Terms of Use on behalf of an organization or other legal entity, such as a school or school district, club, or team that is purchasing our Services (a “Customer”), these terms apply to you. You represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you” or “your”

refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you may not use the Services.

These terms are incorporated into the Order Form and together, the Order Form and these Terms of Use are the “Agreement.” An “Order Form” includes any signed agreement, purchase order, invoice, digital checkout confirmation, or other written or electronic purchase confirmation describing the Services purchased. The Order Form need not be signed to be binding.

Subject to the terms of the Agreement, Speakable will provide the Service specified on the Order Form. Customer shall pay all yearly fees (“Fees”) set forth in the Order Form. All Fees will be due from Customer within thirty (30) days of receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. All Fees are non-refundable. Customer acknowledges that it is responsible for all Fees for all years listed in the Order Form.

You also understand and acknowledge that you must comply with FERPA, including the obligations outlined below.

Speakable warrants that the functionality or features of the Service and Support may change but will not materially degrade during the term of the Order Form. As Customer’s exclusive remedy and Speakable’s sole liability for breach of the warranty set forth in this section, Speakable shall correct the non-conforming Service at no additional charge to Customer.

FERPA

We know that it is important for schools to comply with the Family Education Rights and Privacy Act (“FERPA”) and related regulations. We depend on our school partners to

help ensure that we comply with our obligations under FERPA. We cannot provide you with legal advice on compliance, but are ready to work with you and your legal counsel as appropriate to help ensure that we each meet our obligations.

We always handle any Personal Information, including any such information contained in Education Records or Directory Information, in accordance with our Privacy Policy.

Some of the information that School Personnel provide to us may be considered an education record under FERPA (“Education Record”). Other information that School Personnel provide to us about a student, such as student name and grade level, may be considered directory information under FERPA (“Directory Information”), not an Education Record. A school may not generally disclose personally identifiable information from an eligible student’s education records to a third-party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA (“FERPA Exemption(s)”), including the exemption for Directory Information (“Directory Information Exemption”) or disclosure to school officials with a legitimate educational interest (“School Official Exemption”).

As School Personnel providing Directory Information or any Education Record to Speakable, you represent, warrant and covenant, as applicable, that your Institution has complied with obligations under FERPA, by:

(i)complying with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be directory information and may be disclosed and allowing parents and eligible students a reasonable amount of time to request that schools not disclose directory information about them; and/or (ii)complying with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines “school official” to include service providers and defines “legitimate educational interest” to include services such as the type provided by Speakable; or

(iii) obtaining all necessary parental or eligible student written consent to share the Directory Information and Educational Records with Company, in each case, solely to enable Company's operation of the Services.

It is important that School Personnel not provide information to Speakable from any student or parent that has opted out of the disclosure of Directory Information.

Disclaimer of Warranties and Limitation of Liability

We provide our Service using a commercially reasonable level of skill and care and we hope that you will enjoy using them. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY

PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER Speakable NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF USE, Speakable DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON- INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Speakable DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR BE ERROR-FREE. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT,

TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT Speakable IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

We are not responsible for the actions, content, information or data of other third parties, including other users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. We reserve the right, but have no obligation, to become involved in any way with these disputes.

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.” And, if you are not a California resident, you waive any applicable state statutes of a similar effect.

Indemnification

You agree to defend, indemnify and hold harmless Speakable, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any

claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Mediation and Arbitration

You and Speakable agree that any dispute or claim arising out of or relating to these Terms of Use (any "Claim"), will first be subject to mandatory, confidential mediation. The mediation process will be initiated and conducted through the rules of the American Arbitration Association or through JAMS, and shall take place in San Francisco, California. In the event the mediation is not successful, the Claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction, provided that each party will have a right to seek injunctive or other equitable relief in a court of law. The prevailing party will be entitled to receive from the non-prevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. You and Speakable consent to the arbitration in the State of California in the city and county of San Francisco, California. The arbitration, and any results of the arbitration, shall be strictly confidential. Judgment may be entered in any court with competent jurisdiction. You and Speakable acknowledge that we are each waiving our right to have a jury or court decide the Claim, and that we are each waiving our right to appeal any judgment made by the arbitrator.

YOU AND Speakable EACH WAIVE OUR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

Miscellaneous

These Terms of Use shall be interpreted, governed and construed by the laws of the State of Delaware without regard to your actual state or country of incorporation or residence.

Any attempt to assign the rights and obligations in these Terms of Use, in whole or part, in contravention of this Section, shall be void. These Terms of Use shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of these Terms of Use will not constitute a waiver of its right to subsequently enforce such provision or any other provision of these Terms of use.

These Terms of Use will remain in full force and effect while you use the Services. Any terms that by their nature survive termination or expiration of this agreement, will survive. Nothing in this Agreement is intended to violate any law, rule or regulation. In the event that any terms or provisions of these Terms of Use are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal, State or local government agency having jurisdiction over the subject matter of these Terms of Use, then (i) the remaining terms and provisions that are not affected thereby shall remain in

full force and effect and (ii) the parties will promptly meet to negotiate substitute terms and provisions for those declared invalid.

Changes to the Terms of Use

We may change these Terms of Use from time to time. We will post any changes we make on this page with a notice on the Website's homepage that the Terms of Use have been updated. If we make material changes, we will email you at the email address associated with your account.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

Questions?

To ask questions or comment on these Terms of Use, the [Privacy Policy](#) or our privacy practices, contact us andrew@speakableapp.com.

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July 1, 2025

Student Data Privacy Addendum

This Student Data Privacy Addendum (“Addendum”) supplements the Terms of Service between Speakable Technologies, Inc. dba Speakable (“Provider”) and any Educational Institution customer (“Customer”) that makes the Speakable features and services (“Services”) available to students in an educational setting. Capitalized terms not defined in this Addendum have the meanings set out in the Provider's Terms of Service.

If the Provider and Customer have agreed in writing to separate terms reasonably equivalent to this Addendum, those terms will apply instead of this Addendum.

ARTICLE I: PURPOSE AND SCOPE

Purpose: This Addendum outlines the parties' obligations to protect Student Data, in compliance with all applicable privacy laws, including FERPA, PPRA, COPPA, and relevant state laws. Provider is considered a School Official under FERPA, acting under the direct control of the Customer.

Student Data Provided: Customer will provide Student Data as outlined in Exhibit A.

Definitions: Definitions are found in Exhibit B. These take precedence over any conflicting definitions in other documents.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- Ownership: All Student Data remains the property of the Customer. Provider acknowledges all copies, including modifications, are subject to this Addendum.
- Parent Access: Provider will assist Customer in fulfilling legal requests from parents or eligible students to review or correct Student Data, within 45 days or as required by state law.
- Separate Account: Provider will allow transfer of student-generated content to student accounts upon request.
- Law Enforcement Requests: Provider will notify Customer before disclosing Student Data to law enforcement, unless prohibited.
- Subprocessors: Provider will bind subprocessors to data protection obligations consistent with this Addendum.

ARTICLE III: DUTIES OF CUSTOMER

- Provide Student Data in compliance with applicable privacy laws.
- List the Provider as a School Official in annual FERPA notifications.
- Take reasonable security precautions (e.g., securing passwords).
- Promptly notify Provider of unauthorized access and assist in incident response.

ARTICLE IV: DUTIES OF PROVIDER

- Comply with all applicable laws regarding Student Data.
- Use Student Data only for the Services described.
- Ensure all employees and subprocessors with access to Student Data are bound to confidentiality.
- No redisclosure of Student Data unless legally authorized or de-identified.
- Use De-Identified Data only for allowable purposes under FERPA and not re-identify it.
- Upon written request or termination, return or delete Student Data within 60 days, except De-Identified Data.
- Do not use Student Data for targeted advertising or profiling.

ARTICLE V: DATA PROVISIONS

- Storage: Where required, Student Data will be stored in the U.S. Provider will provide storage locations on request.
- Audits: Customer may audit Provider's privacy/security practices annually or after a breach with 10 business days' notice.
- Security: Provider will maintain administrative, technical, and physical safeguards.
- Data Breach: Provider must notify Customer within 72 hours of confirming a breach. Notification will include:
 - Contact person
 - Data types breached
 - Breach date or date range
 - Delay reason (if any)

- General description of the breach
- Provider will also maintain a written incident response plan.

ARTICLE VI: MISCELLANEOUS

- Termination may occur by mutual consent or for breach. Provider must delete Student Data upon termination.
- This Addendum governs over other agreements concerning Student Data.
- This document, with exhibits, constitutes the entire agreement on student data privacy.
- Amendments and waivers must be in writing and signed by both parties.
- If a provision is unenforceable, the rest remains in effect.
- This Addendum is governed by the laws of the Customer’s state, unless otherwise agreed.
- Provider will notify Customer of any business changes and ensure successors assume this Addendum.
- Both parties represent that they are authorized to enter into this agreement.
- No delay or omission in enforcing rights shall be considered a waiver.

Category	Data Elements Used by Speakable	Used
Application Technology Meta Data	IP address, cookies, browser metadata	✓

Category	Data Elements Used by Speakable	Used
Application Use Statistics	Metadata on user interaction with application	✓
Assessment	Student course performance, grades, voice recordings	✓
Attendance	Not collected	
Communications	Not collected	
Conduct	Not collected	
Demographics	Not collected	
Enrollment	Not collected	
Parent/Guardian Contact Info	Not collected	
Parent/Guardian Identifiers	Not collected	
Schedule	Not collected	
Special Indicators	Not collected	
Student Contact Info	Not collected	
Student Identifiers	Provider-assigned ID, username	✓
Student Name	First and/or last name	✓
Student In-App Performance	Performance feedback, voice analysis, fluency data	✓
Student Program Membership	Not collected	

Category	Data Elements Used by Speakable	Used
Student Survey Responses	Not collected	
Student Work	Student-generated content, AI-enhanced content	✓
Transcript	Not collected	
Transportation	Not collected	
Other	Profile picture via SSO	✓

EXHIBIT B: DEFINITIONS

De-Identified Data and De-Identification: Records and information are de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual.

Educational Records: Records directly related to a student and maintained by the school or LEA, including attendance, academic work, evaluations, and more.

Metadata: Information that provides meaning and context to other data (e.g., date/time created). Metadata without identifiers is not considered PII.

Operator: An entity operating a website, service, or app used for K–12 purposes and under agreement with a Customer.

Provider: A vendor of educational services, including digital storage or learning platforms.

Student-Generated Content: Content created by a student, such as essays, videos, photos, and account info.

School Official: A contractor under direct control of the educational agency and subject to FERPA limitations.

Service Agreement: Refers to the Terms of Service or similar agreement between Provider and Customer.

Student Data: Any data that describes a student, including personally identifiable and educational record information.

Subprocessor: A third party engaged by the Provider to assist with services and who may access Student Data.

Targeted Advertising: Ads based on Student Data or behavior. Contextual ads or those based on student request are not included.

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July 1, 2025

Privacy Policy

March 6, 2026: Clarification language added to improve readability and provide additional detail.

Speakable is a comprehensive online language platform designed to help schools and districts teach language curriculum, particularly speaking. The platform includes web-based content, teacher tools, and resources. We refer to these products as the “Website” or the “Services.”

Please read this Privacy Policy carefully before accessing or using the Website.

1. Overview

This Privacy Policy (the “Policy”) explains what data we collect, why we collect it, and what we do with it. It applies to students, teachers, and anyone else who uses our Website.

This Policy applies to information that we collect when you use our Services online. It does not apply to information we collect offline or information you provide to third

parties, including through any application or content that may link to or be accessible from the Website.

We use the term “Personal Information” to refer to information that identifies you as an individual, such as your name or email address.

By using the Services, you accept and agree to this Privacy Policy. Your use of the Services is also governed by our Terms of Use. You should read both documents together.

2. Information We Collect and Why

We aim to collect only the information necessary to provide a strong learning and teaching experience. We receive and store information you knowingly enter into the Services. We also collect certain information automatically.

2.1 Account Information

When you create an account as a student or teacher, you enter your name, username, and email address.

Students in schools enter a class code provided by their teacher to link their account to their classroom and school.

Teachers provide information about their school so we can verify their status as an educator.

2.2 Technical Data

As you use our Website, we may use automatic data collection technologies to collect information about your equipment, browsing actions, and usage patterns.

This may include:

- Details of your visits, including traffic data, location data, logs, and other communication data
- Information about your computer and internet connection, including IP address, operating system, and browser type

The information collected automatically is statistical and does not include Personal Information. It helps us:

- Estimate audience size and usage patterns
- Monitor site performance and uptime
- Resolve technical issues
- Store preferences and customize the Website
- Recognize returning users

We may use technologies such as cookies and web beacons for this purpose. You may disable cookies in your browser settings, but some Website features may not function properly if you do.

2.3 Coursework and Grading Data

If you are a student, we collect information about your practice habits, including:

- Pronunciation success and failure
- Multiple-choice results

- Typing performance
- Listening performance
- Number of attempts
- Time spent

This information allows us to provide the Services, improve coursework, and enable teachers to assess and monitor student progress.

2.4 Artificial Intelligence and Automated Processing

Speakable uses automated technologies, including artificial intelligence and machine learning systems, to support features such as automated grading and feedback. This processing is performed solely to provide educational functionality within the Services.

Speakable does not use Student Data to train publicly available artificial intelligence models and does not permit third-party AI providers to use Student Data for independent model training or unrelated commercial purposes.

2.5 Student Content and Uploaded Files

If you are logged into your Speakable account, we save your progress so that teachers and students can revisit work and continue lessons.

Students and teachers may upload content through the Website. Content uploaded as part of a lesson or assignment is stored on the Website.

2.6 Student Data Ownership

Speakable does not claim ownership of Student Data. Student Data remains the property of the student, school, district, or educational institution that provided the data, in accordance with applicable law and institutional agreements.

Speakable processes Student Data solely to provide and improve the Services.

2.7 Voice Recordings and Biometric Data

Speakable may process student voice recordings for speaking assignments and feedback.

Speakable does not use voice recordings to identify individuals through biometric recognition technologies and does not create biometric identifiers or biometric profiles from student recordings.

3. How We Use and Share Information

We do not sell or rent Personal Information to any third party for advertising or marketing. We do not allow advertising on our Services.

Speakable does not sell Student Data, use Student Data for targeted advertising, or build commercial profiles of students unrelated to educational purposes.

3.1 Access Controls

We restrict access to your information to employees, contractors, and agents who need it to provide the Services. These individuals are subject to strict contractual security and confidentiality obligations.

3.2 Subprocessors and Service Providers

Speakable uses trusted third-party service providers to support operations, including:

- Cloud hosting
- Data storage
- Payment processing
- Customer support tools
- Application monitoring
- Email communications
- Security services

Service providers are required to maintain confidentiality and process data only to provide services to Speakable. They are not permitted to sell Student Data or use it for marketing purposes.

A current list of subprocessors is available upon request.

3.3 Legal Disclosures and Business Transfers

We may disclose information to a buyer or successor in the event of a merger or acquisition. This Privacy Policy will continue to apply unless you consent to a new policy.

We may also disclose Personal Information:

- To comply with court orders or legal process
- As required under the [Student Data Privacy Addendum](#) for K-12 customers
- To ensure site security or enforce agreements
- To protect rights, property, or safety
- To state or local educational agencies for K-12 school purposes

We may disclose aggregated, non-identifiable information without restriction.

4. Data Retention and Deletion

Users may update or remove Personal Information via the Account Settings page.

Teachers, students, and parents where applicable may request deletion by emailing andrew@speakableapp.com.

Deleted information is removed from active databases. Archived copies may be retained as required by law or legitimate business purposes.

Speakable generally deletes Personal Information four years after a user's last login.

For K-12 customers, Student Data will be deleted within 60 days of written request or contract termination, as described in the [Student Data Privacy Addendum](#).

Upon expiration or termination of a school or district agreement, Speakable deletes Student Data in accordance with contractual obligations and applicable law. Backup systems may temporarily retain encrypted data consistent with disaster recovery practices.

4.1 Parent and Student Rights

Parents and eligible students may request access to, correction of, or deletion of Student Data through the student's school or district.

Speakable works with educational institutions to facilitate these requests in accordance with FERPA and other applicable laws.

5. Data Security

We implement reasonable measures designed to protect information from accidental loss and unauthorized access.

Payment information is transmitted using HTTPS encryption and processed through Stripe. Speakable does not directly collect or store payment instruments.

Speakable:

- Encrypts data in transit and at rest
- Implements role-based access controls
- Monitors systems for unauthorized access
- Requires multi-factor authentication for personnel accessing production systems

If a data breach affects your information, we will comply with applicable notification requirements.

6. Data Hosting and International Transfers

Speakable stores and processes data using cloud infrastructure located in the United States.

Speakable does not host Student Data outside of the United States.

7. Children Under 13 (COPPA)

COPPA requires parental consent before collecting Personal Information from children under 13.

We rely on schools, districts, and teachers to obtain appropriate parental consent when students use the Services in an educational context.

If we learn that Personal Information has been collected from a child under 13 without proper consent, we will delete it as quickly as possible.

8. Student Data Privacy Addendum (K–12 Institutions)

For K–12 Educational Institutions using Speakable, additional protections apply as described in our [Student Data Privacy Addendum](#). This Addendum supplements this Privacy Policy and outlines Speakable’s responsibilities under FERPA, COPPA, and applicable state student data privacy laws.

When Speakable is used by schools or districts, we act as a School Official with a legitimate educational interest under FERPA. We process Student Data solely on behalf of and under the direction of the educational institution and only for authorized educational purposes consistent with contractual obligations.

Under the Student Data Privacy Addendum:

- Student Data remains the property of the school, district, or educational institution
- Speakable uses Student Data only to provide, maintain, and improve the Services
- Speakable implements administrative, technical, and physical safeguards
- Speakable supports access, correction, and deletion rights consistent with law
- Speakable provides breach notification as required by law
- Speakable does not use Student Data for targeted advertising or commercial exploitation
- Speakable does not redisclose Student Data except as permitted by law or authorized by the educational institution

Where conflicts exist regarding Student Data, the [Student Data Privacy Addendum](#) governs over this Privacy Policy.

9. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. Material changes will be posted on this page and, where appropriate, emailed to the address associated with your account.

10. Contact Information

If you have questions about this Privacy Policy or our privacy practices, contact:

andrew@speakableapp.com

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Coversheet

Approval of New & Modified General Fund, Gift Fund, and Building Fund Encumbrances

Section:	VI. Action Agenda II
Item:	N. Approval of New & Modified General Fund, Gift Fund, and Building Fund Encumbrances
Purpose:	Vote
Submitted by:	
Related Material:	FY26 & FY27 PO Board Report - June 16, 2026.pdf

FY26 PO Board Report | Jun. 16, 2026

PO Number	Vendor	Amount	Description
81-2	WIRED! Technology Partners, Inc	55,020.00	Scholar Chromebooks
11-234	THA Facilities, LLC	75,712.44	Wired Technology Partners - THA ES Site Security
11-235	THA Facilities, LLC	96,937.38	Wired Technology Partners - THA MS Site Security

FY27 PO Board Report | Jun. 16, 2026

PO Number	Vendor	Amount	Description
11-4	OSEC	31,000.00	Unemployment Taxes
11-8	Tulsa Public Schools	90,000.00	Admin Fees
11-22	City of Tulsa	50,000.00	Water and Sewer Service
11-26	H&E Landscape LLC	34,800.00	Monthly Grounds Service
11-29	Office Express Janitorial Services	209,122.00	Janitorial/Custodial Services
11-31	Public Service Company of Oklahoma	190,000.00	Electricity Services

FY26 PO Board Report | Jun. 16, 2026

11-33	THA Facilities, LLC	700,520.00	Lease Payments for Sheridan Campus
11-34	THA Facilities, LLC	280,000.00	Lease Payments for Lakewood Campus
11-42	OCAS	45,600.00	Accounting & Consulting Firm
11-54	Prosperity Bank	100,000.00	Network Office & College Readiness Purchases
11-56	Opaa! (Vendor Update Needed)	775,500.00	Child Nutrition Services
11-57	Standley Systems	197,000.00	Lease & Copier supplies
11-58	Townsend Marketing	170,000.00	Scholar Uniforms
11-66	3M Psychometric Services	80,625.00	Psychometric Testing Service
11-69	Speech & Beyond, LLC	60,000.00	Pediatric Therapy Services
11-75	Sundance Office Supply, LLC	30,000.00	Network Office & College Readiness Purchases
11-76	Sundance Office Supply, LLC	58,000.00	General Operation Supplies for Schools
11-78	WIRED! Technology Partners, Inc	182,000.00	Technology Services
11-80	DS Bus Lines, Inc.	1,034,204.00	Scholar Transportation Service - Standard
11-82	Revolving	100,000.00	Substitute classroom staffing service

FY26 PO Board Report | Jun. 16, 2026

	Enrichment, LLC		
11-83	American Air Conditioning of Tulsa	44,344.00	HVAC Maintenance Services
11-85	WrightSpecialtyInsurance Agency,LLC	50,000.00	Liability Insurance
11-86	Edgewood Partners Insurance Center	50,000.00	Property Insurance
21-2	THA Facilities LLC	100,000.00	Level Field Partners
21-3	THA Facilities LLC	66,000.00	Link Group Consulting
21-5	THA Facilities LLC	46,875.00	GH2 Architects Services
21-7	American Air Conditioning of Tulsa	50,000.00	HVAC Maintenance Services

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Tulsa Honor Academy**Change Order Listing**

Options: Fund(s): GIFT FUND, Year: 2025-2026, ReferenceDate: Prior To Begin Date, Date Range: 5/5/2026 - 6/15/2026,
Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/01/2025	1019	Prosperity Bank	Network/College Readiness Purchases	7,777.53
Non-Payroll Total:					\$7,777.53
Payroll Total:					\$0.00
Report Total:					\$7,777.53

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Tulsa Honor Academy

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Change Order Listing

Options: Fund(s): SCHOOL ACTIVITY FUND, Year: 2025-2026, ReferenceDate: Prior To Begin Date, Date Range: 5/5/2026 - 6/15/2026, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
2	07/01/2025	816	Amazon Capital Services	Flores MS Activity Fund Purchases	42.39
8	07/15/2025	1256	DS Bus Lines, Inc.	Activity Fund Purchases	519.64
Non-Payroll Total:					\$562.03
Payroll Total:					\$0.00
Report Total:					\$562.03

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Tulsa Honor Academy**Change Order Listing**

Options: Fund(s): BUILDING FUND, Year: 2025-2026, ReferenceDate: Prior To Begin Date, Date Range: 5/5/2026 - 6/15/2026, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
2	07/16/2025	699	WIRED! Technology Partners, Inc.	Scholar Chromebooks	55,020.00
Non-Payroll Total:					\$55,020.00
Payroll Total:					\$0.00
Report Total:					\$55,020.00

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Tulsa Honor Academy**Change Order Listing**

Options: Fund(s): General Fund, Year: 2025-2026, ReferenceDate: Prior To Begin Date, Date Range: 5/5/2026 - 6/15/2026,
Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
12	07/01/2025	628	AT&T Mobility	Service Provider for Leadership Cell Phones	377.29
20	07/01/2025	1115	American Waste Control, Inc.	Trash Removal Service	459.64
22	07/01/2025	917	City of Tulsa	Water/Sewer Service	4,655.94
25	07/01/2025	1318	H&E Landscape LLC	Monthly Grounds Service	1,075.00
29	07/01/2025	930	Oklahoma Natural Gas Company	Natural Gas Service	563.92
35	07/01/2025	820	Bank of Oklahoma	Bank Fees	123.76
44	07/01/2025	1408	ACT, Inc.	Scholar ACT Testing	779.00
49	07/01/2025	1474	Renaissance Learning, Inc.	Assessment Mgmt/Data Driven Instruction tools	4,290.00
56	07/01/2025	1019	Prosperity Bank	School Purchases Card purchases	1,840.67
57	07/01/2025	1019	Prosperity Bank	Network Office & College Readiness Purchases	15,692.00
59	07/01/2025	926	Standley Systems	Lease & Copier supplies	17,474.25
73	07/01/2025	927	3M Psychometric Services	Psychometric Testing Service	7,475.00
77	07/01/2025	816	Amazon Capital Services	Network Office General Supplies	371.43
82	07/01/2025	607	Sundance Office Supply, LLC	Network Office & College Readiness Purchaes	1,148.01
83	07/01/2025	607	Sundance Office Supply, LLC	General Operation Supplies for Schools	16,406.81
84	07/01/2025	1024	Cox Business	Internet Service Provider	197.86
85	07/01/2025	699	WIRED! Technology Partners, Inc.	Technology Services	6,059.53
87	07/01/2025	1256	DS Bus Lines, Inc.	Scholar Transportation Service - Standard	325.00
96	07/01/2025	1653	Alert Plumbing, Heat & Air, LLC	HVAC & PLUMBING SERVICES FOR SHERIDAN CAMPUS	1,737.00
105	07/08/2025	1632	Revolving Enrichment, LLC	Substitute classroom staffing service	21,760.00
117	07/16/2025	1371	CTBook Holdings LLC	Novels for Resell	23,940.53
119	07/23/2025	1823	Quik Print of Tulsa, INC	Printing Needs	624.65
140	07/30/2025	1858	American Air Conditioning of Tulsa	Air Conditioning Services for Sheridan Campus	1,712.92
155	09/02/2025	1684	Wells Coach. & Consult. Svs	CEO & Acting CEO Coaching	1,687.50
207	02/25/2026	1924	Cariina, Inc	Operations Management System	5,156.00
Non-Payroll Total:					\$135,933.71
Payroll Total:					\$1,700,797.69
Report Total:					\$1,836,731.40

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Purchase Order Register**Options:** Year: 2025-2026, Fund(s): SCHOOL ACTIVITY FUND, Date Range: 5/5/2026 - 6/15/2026

PO No	Date	Vendor No	Vendor	Description	Amount
31	05/05/2026	1816	Bob Pasha	Soccer ref	110.00
32	05/05/2026	1947	Calvin Khalaf	Soccer Ref	70.00
33	05/05/2026	1948	Sean Ryan	Soccer Ref	40.00
34	05/11/2026	1949	Alaina Pekary	Soccer Ref	50.00
35	05/11/2026	1950	Payam Davani	Soccer Ref	50.00
36	06/03/2026	1664	Strawbridge Studio, Inc	Yearbooks 25-26	7,126.78
Non-Payroll Total:					\$7,446.78
Payroll Total:					\$0.00
Report Total:					\$7,446.78

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Purchase Order Register**Options:** Year: 2025-2026, Fund(s): BUILDING FUND, Date Range: 5/5/2026 - 6/15/2026

PO No	Date	Vendor No	Vendor	Description	Amount
15	05/28/2026	1311	THA Facilities, LLC	City of Tulsa	12,709.04
16	05/28/2026	1311	THA Facilities, LLC	Spartan Home Services	20,677.16
Non-Payroll Total:					\$33,386.20
Payroll Total:					\$0.00
Report Total:					\$33,386.20

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Tulsa Honor Academy**Purchase Order Register****Options:** Year: 2025-2026, Fund(s): General Fund, Date Range: 5/5/2026 - 6/15/2026

PO No	Date	Vendor No	Vendor	Description	Amount
234	05/07/2026	1311	THA Facilities, LLC	Wired Technology Partners-THA ES Site Security	75,712.44
235	05/07/2026	1311	THA Facilities, LLC	Wired Technology Partners-THA MS Site Security	96,937.38
236	05/15/2026	1282	Jose L Reyes De La Mora	Reimbursement for NY Trip Costs	1,000.00
237	05/15/2026	1477	JOSHUA D KUCH	Reimbursement for NY Trip Costs	1,000.00
238	05/19/2026	1953	Oklahoma Health Care Authority	Medicaid Reimbursement	1,500.00
239	05/19/2026	1954	Public Consulting Group LLC	Medicaid Reimbursement	3,200.70
240	05/21/2026	1057	VIZAVANCE	Eye Screening	200.00
241	05/21/2026	1952	Lightswitch Learning LLC	books for classroom libraries	6,998.04
242	05/21/2026	1663	Whitacre Glass Works LLC	Window Repairs	512.50
243	05/22/2026	1951	Michael David Luxe	Roof Drain Cleaning	1,500.00
244	05/26/2026	1956	Math4Sale, INC	Texas Instruments TI84Plus Calculator	28,943.52
245	05/26/2026	1957	The Writing Revolution INC	Writing Instruction PD for teachers and leaders	20,625.00
246	05/27/2026	1958	Libib, Inc	Library Management Software	2,700.00
247	05/27/2026	1959	Really Good Stuff, LLC	Scholar Life Supplies	8,000.00
248	05/27/2026	1870	Epic Sports Inc	PE Equipment	28,000.00
249	05/28/2026	1766	Meridian-Jostens, INC.	HS, MS, & FMS 26-27 Planners	6,556.00
250	06/01/2026	1952	Lightswitch Learning LLC	High interest book order	9,934.66
251	06/04/2026	1960	StoryShares, LLC	Reading Intervention Curriculum	6,732.86
252	06/04/2026	1962	Wilson Language Training Corp	Reading Intervention Curriculum	9,947.64
253	06/04/2026	1911	Camp Loughridge	FMS staff outing	1,700.00
254	06/05/2026	1899	Mackin Educational Resources	Books for lower level library	21,987.28
255	06/10/2026	1963	Acuity Consultants, LLC	COO Coaching Services	10,000.00
Non-Payroll Total:					\$343,688.02
Payroll Total:					\$0.00
Report Total:					\$343,688.02

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Tulsa Honor Academy**Purchase Order Register****Options:** Year: 2026-2027, Fund(s): GIFT FUND, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/01/2026	1019	Prosperity Bank	Network/College Readiness Purchases	3,500.00
2	07/01/2026	816	Amazon Capital Services	Network/College Readiness Supplies	6,000.00
3	07/01/2026	604	Townsend Marketing	Branded items	8,000.00
Non-Payroll Total:					\$17,500.00
Payroll Total:					\$0.00
Report Total:					\$17,500.00

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Tulsa Honor Academy**Purchase Order Register****Options:** Year: 2026-2027, Fund(s): SCHOOL ACTIVITY FUND, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/01/2026	816	Amazon Capital Services	HS Activity Fund Purchases	1,500.00
2	07/01/2026	816	Amazon Capital Services	Flores MS Activity Fund Purchases	1,000.00
3	07/01/2026	816	Amazon Capital Services	MS Activity Fund Purchases	1,000.00
4	07/01/2026	1256	DS Bus Lines, Inc.	Scholar Transportation - Activities	2,500.00
5	07/01/2026	1019	Prosperity Bank	Activity Fund Purchases	6,500.00
Non-Payroll Total:					\$12,500.00
Payroll Total:					\$0.00
Report Total:					\$12,500.00

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Tulsa Honor Academy**Purchase Order Register****Options:** Year: 2026-2027, Fund(s): BUILDING FUND, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/01/2026	1311	THA Facilities, LLC	AAJR Construction	5,000.00
2	07/01/2026	1311	THA Facilities, LLC	Level Field Partners	100,000.00
3	07/01/2026	1311	THA Facilities, LLC	Link Group Consulting	66,000.00
4	07/01/2026	1311	THA Facilities, LLC	Oklahoma One Call System Inc	905.00
5	07/01/2026	1311	THA Facilities, LLC	GH2 Architects Services	46,875.00
6	07/01/2026	1311	THA Facilities, LLC	Miller Tippens Construction	10,000.00
7	07/01/2026	1858	American Air Conditioning of Tulsa	HVAC Maintenance Services	50,000.00
8	07/01/2026	1761	CPR of Tulsa, LLC	Roof System Repairs	3,000.00
9	07/01/2026	1876	Bruce W Weeks	Maintenance for ovens	1,500.00
10	07/01/2026	1292	Danyeur LLC	Kitchen Cooler & Warmer Repairs	3,000.00
11	07/01/2026	1172	DavCo Mechanical, LLC	HVAC & Plumbing services	7,000.00
12	07/01/2026	1336	Mid-town Electric Inc.	Electrical Repairs	3,000.00
13	07/01/2026	1653	Alert Plumbing, Heat & Air, LLC	HVAC & Plumbing services	7,000.00
14	07/01/2026	1635	H2I Group, Inc	Annual Maintenance for Fixed Gym Equipment	8,000.00
15	07/01/2026	1667	AAJR Construction, LLC	General Maintenance & Repair needs	20,000.00
Non-Payroll Total:					\$331,280.00
Payroll Total:					\$0.00
Report Total:					\$331,280.00

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Tulsa Honor Academy**Purchase Order Register****Options:** Year: 2026-2027, Fund(s): General Fund, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/01/2026	1402	Bluum of Texas, LLC	GoGuardian Chromebook Monitoring Software	13,395.00
2	07/01/2026	1598	EGID	Misc. Insurance Payments	2,000.00
3	07/01/2026	757	Oklahoma Public Charter Sch. Assoc.	Annual Membership Fees	6,500.00
4	07/01/2026	813	OESC	Unemployment Taxes	31,000.00
5	07/01/2026	1157	OSDE State Aid Section	Annual Payment to the CSCRR Fund	5,750.00
6	07/01/2026	1234	OSSBA, Inc.	Annual Membership Fees	3,178.00
7	07/01/2026	810	SylogistEd., Inc	Accounting System Licensing Fees	15,491.80
8	07/01/2026	632	Tulsa Public Schools	Admin Fees	90,000.00
9	07/01/2026	918	Tulsa World	Estimate of Needs Publication	400.00
10	07/01/2026	1008	8x8, INC.	Landline Phone Service	4,000.00
11	07/01/2026	628	AT&T Mobility	Service Provider for Leadership Cell Phones	2,000.00
12	07/01/2026	840	ParentSquare Inc.	Parent communication platform	9,715.42
13	07/01/2026	1439	Propios LS, LLC	Language Interpretation Services	18,000.00
14	07/01/2026	1823	Quik Print of Tulsa, INC	Bulk printing needs	5,000.00
15	07/01/2026	1623	Second Generation Locksmith, LLC	Keys & Locks	300.00
16	07/01/2026	1667	AAJR Construction, LLC	General Maintenance & Repair needs	20,000.00
17	07/01/2026	1609	Advanced Microbial Services, Inc	Grease Trap cleaning	1,300.00
18	07/01/2026	1653	Alert Plumbing, Heat & Air, LLC	HVAC & Plumbing services	7,000.00
19	07/01/2026	1624	All American Fire Systems, Inc	Annual Inspections	3,916.00
20	07/01/2026	1115	American Waste Control, Inc.	Trash Removal Service	10,000.00
21	07/01/2026	924	BlueMark Energy, LLC	Natural Gas Supplier	25,000.00
22	07/01/2026	917	City of Tulsa	Water/Sewer Service	50,000.00
23	07/01/2026	1292	Danyeur LLC	Kitchen Cooler & Warmer Repairs	3,000.00
24	07/01/2026	1172	DavCo Mechanical, LLC	HVAC & Plumbing services	7,000.00
25	07/01/2026	1137	Emtec Pest Control	Extermination Services	2,460.00
26	07/01/2026	1318	H&E Landscape LLC	Monthly Grounds Service	34,800.00
27	07/01/2026	1635	H2I Group, Inc	Annual Maintenance for Fixed Gym Equipment	8,000.00
28	07/01/2026	1336	Mid-town Electric Inc.	Electrical Repairs	3,000.00
29	07/01/2026	1141	Office Express Janitorial Services	Janitorial/Custodial Services	209,122.00
30	07/01/2026	930	Oklahoma Natural Gas Company	Natural Gas Service	9,000.00
31	07/01/2026	911	Public Service Company of Oklahoma	Electricity Services	190,000.00
32	07/01/2026	1564	SFP Holdings, Inc	Security Alarm Monitoring & Inspections	5,570.00
33	07/01/2026	1311	THA Facilities, LLC	Lease Payments for Sheridan Campus	700,520.00
34	07/01/2026	1311	THA Facilities, LLC	Lease Payments for Lakewood Campus	280,000.00
35	07/01/2026	625	American Funds	401K Administrative Fees	2,187.50
36	07/01/2026	820	Bank of Oklahoma	Bank Fees	2,300.00
37	07/01/2026	1764	Barlow Education Management, LLC	Federal Programs Consultancy Services	13,500.00
38	07/01/2026	633	Bledsoe, Hewett, & Gullekson	Financial Auditing Firm	7,700.00

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Tulsa Honor Academy**Purchase Order Register****Options:** Year: 2026-2027, Fund(s): General Fund, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
39	07/01/2026	1781	Bridge Vision Consulting, LLC	E-rate Consulting	6,000.00
40	07/01/2026	1487	Cetera Advisor Networks LLC	Non-401K Asset Fees	2,800.00
41	07/01/2026	1908	Focus Retirement Strategies, LLC	401K Administration Fees	2,710.00
42	07/01/2026	798	OCAS	Accounting & Consulting Firm	45,600.00
43	07/01/2026	1420	S & P Financial Services, LLC	Credit Rating Analytics	5,500.00
44	07/01/2026	1408	ACT, Inc.	Scholar ACT Testing	23,290.00
45	07/01/2026	1204	College Board	AP Testing Material	2,000.00
46	07/01/2026	1766	Meridian-Jostens, INC.	HS, MS, & FMS 27-28 Planners	6,556.00
47	07/01/2026	1474	Renaissance Learning, Inc.	Assessment Mgmt/Data Driven Instruction tools	14,177.40
48	07/01/2026	1475	LEVEL DATA, LLC	Teacher observation & development software	10,882.20
49	07/01/2026	630	Teach For America	Program Fees	4,000.00
50	07/01/2026	1578	Hireku, Inc.	New Applicate tracking system [JazzHR]	4,530.00
51	07/01/2026	1796	Klasko, LLP	Sponsorship Application Processing	20,000.00
52	07/01/2026	604	Townsend Marketing	Network Office & College Readiness Purchases	5,000.00
53	07/01/2026	604	Townsend Marketing	School/Scholar Branded Items	5,000.00
54	07/01/2026	1019	Prosperity Bank	Network Office & College Readiness Purchases	100,000.00
55	07/01/2026	1019	Prosperity Bank	School Purchases Card purchases	21,000.00
56	07/01/2026	1140	Sangre Foodservice	Child Nutrition Services	775,500.00
57	07/01/2026	926	Standley Systems	Lease & Copier supplies	197,000.00
58	07/01/2026	604	Townsend Marketing	Scholar Uniforms	170,000.00
59	07/01/2026	1579	34ED, LLC dba Centegix	Visitor Management System [Centegix]	3,085.00
60	07/01/2026	1592	Hickman Law Group, PLLC	Legal Services	21,000.00
61	07/01/2026	1537	Janus Associates, Inc.	Employee Assistance Program [BHS]	6,750.00
62	07/01/2026	731	Oklahoma School Assurance Group	Workers Compensation insurance	17,539.00
63	07/01/2026	1673	Overgrad, Inc	Scholar College Prep Tracking Software	8,525.00
64	07/01/2026	800	PowerSchool Group LLC	Student Information System Licensing Fee	22,000.00
65	07/01/2026	1337	Talha Yousuf	PowerSchool Behavior Management Plug-In	5,364.00
66	07/01/2026	927	3M Psychometric Services	Psychometric Testing Service	80,625.00
67	07/01/2026	1110	Curriculum Associates, LLC	EEL Compliance Software [ELlevation]	15,372.50
68	07/01/2026	614	Pearson, Inc.	NNAT3 for Gifted & Talented Assessments	6,500.00
69	07/01/2026	1671	Speech & Beyond, LLC	Pediatric Therapy Services	60,000.00
70	07/01/2026	816	Amazon Capital Services	Network Office Purchases	3,500.00
71	07/01/2026	816	Amazon Capital Services	High School Purchases	20,000.00
72	07/01/2026	816	Amazon Capital Services	Flores Middle School Purchases	15,000.00
73	07/01/2026	816	Amazon Capital Services	Middle School Purchases	15,000.00

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Tulsa Honor Academy**Purchase Order Register****Options:** Year: 2026-2027, Fund(s): General Fund, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
74	07/01/2026	816	Amazon Capital Services	College Readiness Program Purchases	3,000.00
75	07/01/2026	607	Sundance Office Supply, LLC	Network Office & College Readiness Purchases	30,000.00
76	07/01/2026	607	Sundance Office Supply, LLC	General Operation Supplies for Schools	58,000.00
77	07/01/2026	1024	Cox Business	Internet Service Provider	4,000.00
78	07/01/2026	699	WIRED! Technology Partners, Inc.	Technology Services	182,000.00
79	07/01/2026	699	WIRED! Technology Partners, Inc.	Annual Refresh for Wireless Access/Network Switch	2,000.00
80	07/01/2026	1256	DS Bus Lines, Inc.	Scholar Transportation Service - Standard	1,034,204.00
81	07/01/2026	1256	DS Bus Lines, Inc.	Scholar Transportation Service - Special Activity	3,500.00
82	07/01/2026	1632	Revolving Enrichment, LLC	Substitute classroom staffing service	100,000.00
83	07/01/2026	1858	American Air Conditioning of Tulsa	HVAC Maintenance Services	44,344.00
84	07/01/2026	1801	Oklahoma Human Services	Assessment Fees for Commodities	3,000.00
85	07/01/2026	1898	WrightSpecialtyInsurance Agency,LLC	Liability Insurance	50,000.00
86	07/01/2026	1920	Edgewood Partners Insurance Center	Insurance Broker	50,000.00
87	07/01/2026	1686	Country Home Elevator & Stair Lifts	Annual Inspection of Life-Lower Level & Main Level	3,300.00
88	07/01/2026	1057	VIZAVANCE	Eye Screening	300.00
89	07/01/2026	1481	Edutek Solutions, LLC	Annual Subscription for Asset Mgmt System	2,124.68
90	07/01/2026	1845	HMH Education Company	Curriculum for ELD II Class	8,935.33
Non-Payroll Total:					\$5,102,619.83
Payroll Total:					\$0.00
Report Total:					\$5,102,619.83