



BOARD OF DIRECTORS MEETING AGENDA

MONDAY, FEBRUARY 27, 2023 | 5:00 PM

Board members will meet in person at 1421 S. Sheridan Rd.

Posted on: Friday, February 24 at 4:45 PM

Posted by: Madison Curley, Board Clerk

PARTICIPANTS

Board Members

Cynthia Jasso (Board Chair)
 Dr. Anna Montgomery (Vice Chair)
 Ryan Myers (Treasurer)
 Ivan Godinez-Reyes
 Ben Stewart
 John Gawey
 Omare Jimmerson
 Ana Ponce
 Ashley Chaney

THA Executive Leadership Team

Elsie Urueta Pollock (Chief Executive Officer)
 Amanda Yuen (Chief Operations Officer)
 Kate Freudenheim (Chief Academic Officer)

AGENDA

	Action	Item	Rationale	Lead	Time
1	-	Welcome		Cynthia Jasso, Board Chair	5:00 PM
2	-	Roll Call		Cynthia Jasso, Board Chair	5:01 PM
3	VOTE	Approval of Consent Agenda a) February Meeting Agenda b) January Meeting Minutes c) February Special Meeting Minutes d) January Financial Report e) Routine Staffing Items f) Contract for Summit Fire & Security Inspection Agreements for Fire Alarm, Sprinkler, Fire Extinguisher and Hood at THA's Sheridan Campus and Hood at THA's Lakewood Campus	a) The meeting's board agenda ensures proper meeting conduct by outlining all matters to be considered by the public body. b) The proceedings of a public body shall be kept by a person so designated by such public body in the form of written minutes which shall be an official summary of the proceedings showing clearly those members present and absent, all matters considered by the public body, and all actions taken by such public body. c) The proceedings of a public body shall be kept by a person so designated by such public body in the form of written minutes which shall be an official summary of the proceedings showing clearly those members present and absent, all	Cynthia Jasso, Board Chair	5:02 PM

			<p>matters considered by the public body, and all actions taken by such public body.</p> <p>d) Regular financial reporting enables appropriate board oversight.</p> <p>e) 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.</p> <p>f) Summit Fire & Security has inspected our fire alarm, sprinkler, and fire extinguisher since occupying THA's Sheridan Campus. We are recommending adding the hood inspection to consolidate vendors and because the cost was comparable.</p>		
4	VOTE	Approval of 2023-2024 Salary Ranges	As part of board governance, the board annually reviews and approves salary ranges for the coming school year.	Amanda Yuen, COO	5:03 PM
5	VOTE	Approval of Cox Contract for Lift Phone Line	A phone line is needed for the lift to the Sheridan Campus basement. Cox is the current provider for our Internet, and our tech team recommended an analog connection. Annual cost is estimated to be \$240.	Amanda Yuen, COO	5:08 PM
6	VOTE	Approval of Memorandum of Understanding for OU Practicum/Field Experience/Internship	Mrs. McWhirt, THA Flores Middle School's Principal, is enrolled in graduate school for education administration at OU. The University of Oklahoma has an MOU that details our responsibilities in supporting her academic work in the program.	Kate Freudenheim, CAO	5:11 PM
7	VOTE	Approval of WIRED's Proposal of Internet Connections & Managed Internal Broadband Systems & Maintenance (Category 2, e-rate) for THA's Sheridan Campus	A part of maintenance and addition of Internet Connections and Managed Internet Broadband Systems, this proposal supports both buildings, including the basement addition needs. Based on review of proposals, costs shall not exceed \$32,000 with expected reimbursement rate of 85%.	Amanda Yuen, COO	5:13 PM
8	VOTE	Approval of Contract for Basement Security Panels and Motion	With the addition of the basement, additional security is needed to fully monitor the space. Total cost is less	Amanda Yuen, COO	5:18 PM

			than \$3,000.		
9	VOTE	Approval of Board Nominee, Samantha Aponte	As a former THA teacher and school leader, Ms. Aponte is not only highly aligned to THA, but she also adds a unique perspective and understanding to the board. Further, the addition of a board member would get us closer to our goal of 13 board members.	Elsie Urueta Pollock, CEO	5:20 PM
10	VOTE	Approval of 2023 THA Board Academic Achievement Committee Chair	Board committees support the implementation of the strategic vision of THA's Board of Directors.	Cynthia Jasso, Board Chair Dr. Anna Montgomery, Board Vice Chair Elsie Urueta Pollock, CEO	5:22 PM
11	VOTE	Approval of Terms of Service for Pre-ACT for 9th and 10th grade scholars; estimated cost is approximately \$5,206.	Per THA's current performance framework with TPS, the pre-ACT is used as a measure of student progress.	Kate Freudenheim, CAO	5:23 PM
12	VOTE	Approval of New and Modified General Fund and Gift Fund Encumbrances	New encumbrances and encumbrance changes reflect obligations of district funds issued in accordance with §70-5-135.	Amanda Yuen, COO	5:26 PM
13	INFO	Open Transfer Policy		Amanda Yuen, COO	5:30 PM
14	INFO	Updated Safe Return Plan		Amanda Yuen, COO	5:35 PM
15	INFO	Review of Activity Fund Report		Elsie Urueta Pollock, CEO	5:40 PM
16	INFO	Committee Reports -Executive -Governance -Finance -Development -Academic Achievement		Committee Chairs	5:45 PM
17	-	Adjourn		Cynthia Jasso, Board Chair	6:00 PM



BOARD OF DIRECTORS MEETING MINUTES

Tuesday, January 17, 2023 | 5:30 PM

Board members will meet in person at 1421 S. Sheridan Rd. Public comments submitted in accordance to our public comments policy will be read prior to the relevant agenda item.

PARTICIPANTS

Board Members

Cynthia Jasso (Board Chair)
Dr. Anna Montgomery (Vice Chair)
John Gawey
Ivan Godinez-Reyes
Ben Stewart
Omare Jimmerson
Ana Ponce
Ashley Chaney
Ryan Myers

THA Executive Leadership Team

Elsie Urueta Pollock (Chief Executive Officer)
Amanda Yuen (Chief Operations Officer)
Kate Freudenheim (Chief Academic Officer)

MINUTES

	Action	Item	Minutes
1	-	Welcome	A regular meeting of the Board of Directors of Tulsa Honor Academy was held on Tuesday, January 17, 2023 commencing at 5:40 PM at THA's Sheridan Campus located at 1421 S. Sheridan Rd.
2	-	Roll Call	PRESENT: Dr. Anna Montgomery John Gawey Ivan Godinez-Reyes Ben Stewart Omare Jimmerson Ana Ponce Ashley Chaney Ryan Myers ABSENT: Cynthia Jasso
3	VOTE	Approval of Consent Agenda a) January Meeting Agenda b) December Meeting Minutes c) December Financial Report d) Routine Staffing Items	A motion was made by Ben Stewart to approve the consent agenda and the motion was seconded by Ivan Godinez Reyes. The motion passed.
4	INFO	Progress on Permanent Facility	
5	VOTE	Approval of ORU Contract for	A motion was made by Omare Jimmerson to approve Item 5 and the

		College Signing Day and Graduation with a Maximum Cost of \$30,000	<p>motion was seconded by Ben Stewart.</p> <p>The motion passed.</p>
6	VOTE	Approval of Board Nominee, Samantha Aponte	<p>A motion was made by Ben Stewart to table Item 6 to a future meeting and the motion was seconded by Ana Ponce.</p> <p>The motion was tabled.</p>
7	VOTE	Approval of 2023 THA Board Committee Chairs	<p>A motion was made by Ben Stewart to approve Item 7 with an amendment to table the approval of the Academic Achievement Committee Chair to a future meeting and the motion was seconded by Omare Jimmerson.</p> <p>The motion passed.</p>
8	VOTE	Approval of the addition of Ryan Myers as a Check Signer for THA's Account with Bank of Oklahoma and removal of John Gawey as a Check Signer	<p>A motion was made by Ben Stewart to approve Item 8 and the motion was seconded by Ana Ponce.</p> <p>The motion passed.</p>
9	VOTE	Approval of Amendment to THA's 22-23 Scholar and Family Handbook School Policies and Procedures - Attendance Policy Promotion Policy	<p>A motion was made by Omare Jimmerson to approve Item 9 with an amendment to the language to say "HIGH SCHOOL: Scholars who accumulate 10 or more absences in a semester will not be eligible to receive the ½ credit for that semester of the course" and the motion was seconded by Ben Stewart.</p> <p>The motion passed.</p>
10	VOTE	Approval of Temporary Distance Learning Policy	<p>A motion was made by Omare Jimmerson to approve Item 10 and the motion was seconded by Ashley Chaney.</p> <p>The motion passed.</p>
11	VOTE	Approval of EdTech Logistics Consulting for E-rate Contract	<p>A motion was made by Ben Stewart to approve Item 11 and the motion was seconded by Omare Jimmerson.</p> <p>The motion passed.</p>
12	VOTE	Approval of Amendment to 22-23 Academic Calendar	<p>A motion was made by John Gawey to approve Item 12 and the motion was seconded by Ryan Myers.</p> <p>The motion passed.</p>
13	VOTE	Approval of New and Modified General Fund and Gift Fund Encumbrances	<p>A motion was made by Omare Jimmerson to approve Item 13 and the motion was seconded by Ivan Godinez Reyes.</p> <p>The motion passed.</p>
14	INFO	Review of Activity Fund Purchase Orders and Report	Elsie Urueta Pollock, CEO, provided an update about the Activity Fund and that the change in revenue came from entry tickets to basketball games and concession stand items.
15	INFO	Review of 2023-2024 Academic Calendar	Elsie Urueta Pollock, CEO, reviewed three drafts of the 2023-2024 academic calendar.

16	INFO	Review of Data Dashboard	Elsie Urueta Pollock, CEO, and Amanda Yuen, COO, provided an update on THA's data metrics including academic progress, mission fulfillment, financial sustainability, and school climate.
17	INFO	Review of Academic Progress - MAP Assessment	Elsie Urueta Pollock, CEO, provided an update on results from winter MAP testing at THA Middle School and THA Flores Middle School.
18	INFO	Executive Report	Elsie Urueta Pollock, CEO, provided an update on changing the format of the Executive Report moving forward. The Executive Report was replaced this evening with the review of the data dashboard and review of MAP assessment data.
19	INFO	Committee Reports -Executive -Governance -Finance -Development -Academic Achievement	No committee reports were provided.
20	-	New Business	No new business was discussed.
21	-	Adjourn	The meeting was adjourned at 7:27 PM.



BOARD OF DIRECTORS MEETING MINUTES

THURSDAY, FEBRUARY 2, 2023 | 3:30 PM

Board members will meet in person at 1421 S. Sheridan Rd.

PARTICIPANTS

Board Members

Cynthia Jasso (Board Chair)
Dr. Anna Montgomery (Vice Chair)
Ryan Myers (Treasurer)
Ivan Godinez-Reyes
Ben Stewart
John Gawey
Omare Jimmerson
Ana Ponce
Ashley Chaney

THA Executive Leadership Team

Elsie Urueta Pollock (Chief Executive Officer)
Amanda Yuen (Chief Operations Officer)
Kate Freudenheim (Chief Academic Officer)

AGENDA

Action	Item	Minutes
1	Welcome	A special meeting of the Board of Directors of Tulsa Honor Academy was held on Thursday, February 2, 2023 commencing at 3:34 PM at THA's Sheridan Campus located at 1421 S. Sheridan Rd.
2	Roll Call	PRESENT: Cynthia Jasso Dr. Anna Montgomery John Gawey Ivan Godinez-Reyes Ben Stewart Omare Jimmerson Ashley Chaney Ana Ponce ABSENT: Ryan Myers
3	VOTE Approval of Consent Agenda a) February Special Meeting Agenda	A motion was made by Ivan Godinez-Reyes to approve the consent agenda and the motion was seconded by Omare Jimmerson. AYE: Cynthia Jasso, Dr. Anna Montgomery, John Gawey, Ivan Godinez-Reyes, Ben Stewart, Omare Jimmerson, Ashley Chaney NAY: ABSTAIN: ABSENT: Ana Ponce (arrived at beginning of Item 5), Ryan Myers The motion passed.

4	-	Public Comment on Action Agenda Items	No public comments were made.
5	INFO	Discuss School Culture and Climate at THA Middle School	<p>Elsie Urueta Pollock provided an update about the school culture and climate at THA Middle School.</p> <p>THA Board Members discussed THA's response to recent incidents at THA Middle School and next steps.</p>
6	VOTE	Propose executive session to discuss the following items pursuant to O.S. Title 25, Section 307 (B) (1): Discussing the employment matters related to the THA Middle School Principal	<p>A motion was made by Cynthia Jasso to approve to enter into executive session to discuss the following items pursuant to O.S. Title 25, Section 307 (B) (1): Discussing the employment matters related to the THA Middle School Principal and include Amanda Yuen (COO), Kate Freudenheim (CAO), Elsie Urueta Pollock (CEO), and Madison Curley (Board Clerk) in the executive session and the motion was seconded by Dr. Anna Montgomery.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, John Gawey, Ivan Godinez-Reyes, Ben Stewart, Omare Jimmerson, Ashley Chaney, Ana Ponce NAY: ABSTAIN: ABSENT: Ryan Myers</p> <p>The motion passed and THA's Board of Directors entered into executive session.</p>
7	VOTE	Approval of Contract with Arrowhead Consulting	<p>A motion was made by John Gawey to approve the contract with Arrowhead Consulting subject to being reimbursed for the cost of the contract from a funder and the addition of a termination clause. The motion was seconded by Dr. Anna Montgomery.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, John Gawey, Ivan Godinez-Reyes, Ben Stewart, Omare Jimmerson, Ashley Chaney, Ana Ponce NAY: ABSTAIN: ABSENT: Ryan Myers</p> <p>The motion passed.</p>
8	-	Adjourn	The meeting was adjourned at 5:04 PM.

TULSA HONOR ACADEMY
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - CASH BASIS
JANUARY 31, 2023

	General Fund	Gift Fund	Totals
Assets			
Cash	\$ 3,152,284.76	1,273,786.25	4,426,071.01
Total Assets	<u>3,152,284.76</u>	<u>1,273,786.25</u>	<u>4,426,071.01</u>
Liabilities			
Outstanding Warrants	201,102.72	-	201,102.72
Reserves	8,246.36		8,246.36
Total Liabilities	<u>209,349.08</u>	<u>-</u>	<u>209,349.08</u>
Unrestricted Net Assets	2,942,935.68	1,273,786.25	4,216,721.93
Total Net Assets	<u>\$ 2,942,935.68</u>	<u>1,273,786.25</u>	<u>4,216,721.93</u>

SEE ACCOUNTANT'S COMPILATION REPORT

TULSA HONOR ACADEMY - 2022-23 FISCAL YEAR
STATEMENT OF REVENUE AND EXPENSES - GENERAL FUND - CASH BASIS

	Source Codes	2021-22 Actual	2021-22 1/31/2022	% of YTD to Actual	2022-23 Budgeted	2022-23 1/31/2023	% of YTD to Budj.
Revenue							
Miscellaneous Reimb.	1590	164,139.64	28,826.74	17.6%	15,000.00	372,076.01	2480.5%
Gifts and Donations	1610	1,643,342.47	1,637,510.57	99.6%	1,280,000.00	320,350.00	25.0%
Grants/District Contracts	1650	2,845.00		0.0%			N/A
Uniforms	1692	61,177.19	58,131.43	95.0%	57,250.00	64,453.15	112.6%
Student Lunches	1710			N/A	17,175.00	38.45	0.2%
Adult Lunches	1730	314.34	177.32	56.4%		406.24	N/A
Foundation & Incentive Aid	3210	5,196,723.43	2,872,823.67	55.3%	7,496,971.20	4,049,044.90	54.0%
Flexible Benefit	3250	556,553.40	304,918.61	54.8%	616,526.66	332,924.39	54.0%
State Textbook Allocation	3420	61,501.32	61,501.32	100.0%	63,107.84	34,078.23	54.0%
Redbud School Funding Act	3435	207,078.81		0.0%			N/A
Other Misc	3690	5,258.87		0.0%			
State Reimbursement CNP	3720	1,728.12		0.0%		2,314.69	
Title I	4210	178,180.04	-	0.0%	352,350.00	18,664.74	5.3%
Title I-Prior Year	4210	35,166.84	35,166.84	100.0%	-		N/A
Title II-Part A (Transferability)	4271	33,222.89		0.0%	32,000.00		0.0%
Special Education - Flowthrough	4310	70,133.59	-	0.0%	101,000.00	537.44	0.5%
Special Ed - Flowthrough Prior Year	4310	11,844.54	11,844.54	100.0%		55,627.06	N/A
Title IV, Part A Student Supp	4442	14,219.16		0.0%	14,000.00		0.0%
OSPRC Charter School Grant	4462	265,201.08	242,779.67	91.5%	-	631,121.19	N/A
CARES Act	4689	88,705.08	9,958.26	11.2%	1,907,112.00	586,938.43	30.8%
NSLP Cares	4705	63,413.42	41,353.19	65.2%		32,984.51	N/A
Federal Lunches	4710	422,902.74	113,476.86	26.8%	897,772.00	220,913.84	24.6%
Federal Breakfasts	4720	94,205.12	30,390.70	32.3%		43,855.21	N/A
Correcting Entry	5600	880,775.53					
Total revenue		10,058,632.62	5,448,859.72	54.2%	12,850,264.70	6,766,328.48	52.7%
Cash fund balance (beginning)	6110	1,767,739.96	1,767,739.96		1,746,880.01	1,934,149.12	
Lapsed Approp/Estopped Warr.	6130-6140	24,344.90			-		
Total revenue and beg. balance		11,850,717.48	7,216,599.68		14,597,144.71	8,700,477.60	
Expenditures							
	Object Codes						
Payroll	100-200	5,107,996.82	2,796,213.28	54.7%	7,451,623.00	3,198,853.06	42.9%
Non-payroll	300-900	4,995,840.65	1,869,176.68	37.4%	5,211,642.00	2,558,688.86	49.1%
Total expenditures		10,103,837.47	4,665,389.96	46.2%	12,663,265.00	5,757,541.92	45.5%
Ending Balance		\$ 1,746,880.01	2,551,209.72		1,933,879.71	2,942,935.68	

New Hires

Name	Hire Date	Primary Location	Position	PO Number	Salary
Kelly Delameter	01/03/2023	THA Middle School	Substitute Teacher	50137	\$140/day
Tyler Henson	02/21/2023	THA High School	Teacher	50116	\$15,365.85
Brittini McConnell	02/22/2023	THA High School	Paraprofessional	50113	\$14/hr
Jared Barnett	02/24/2023	THA Middle School	Teacher	50132	\$13,682.93

Resignations/Terminations

Name	Hire Date	Final Date
Neah Harper	7/1/20	2/15/2023
Margaret Dalton Hoffman	7/19/21	2/1/2023

Stipends

Name	Position	Stipend
Megan Hayes	Yearbook Club Leader	\$720.00
Jennifer Monrreal	Before and After School Bus Duty	\$1,200.00
Norehan Abbis	TFA Certification	\$250.00
Tyler Henson	Alternative Certification	\$170.00
Kaely West	FMS Soccer Coach	\$1,200.00

Salary Changes

Name	Effective Date	Primary Location	Position	PO Number	Salary
Aaron Goff	2/1/2023	Tulsa Honor Academy Middle School	Teacher (from Teacher Apprentice)	50119	\$17,004.88
Emily Odon	2/1/2023	Tulsa Honor Academy Middle School	Interim Principal (from Asst Principal-Ops)	50131	\$32,812.50

INSPECTION SERVICE AGREEMENT

1102 E. 2nd Street
Tulsa, OK 74120
918.582.3736
OK Dept of Labor #AC440824
OKC FE #460; Tulsa FE #461
Date: 2/9/2023



Corporate Office
1025 Telegraph Street
Reno, NV 89502
775.856.1553
License #0062752 Limit \$950,000

Summit Fire & Security LLC ("Summit Fire & Security") is presenting an **Inspection Service Agreement** ("Agreement"), in accordance with the State Fire code including the items indicated below.

CLIENT	
Name:	Tulsa Honor Academy
Address:	1421 S. Sheridan Road
	Tulsa, OK 74112
Contact:	Amanda Yuen
Phone:	918-324-4768
E-mail:	ayuen@tulsahonor.org
A/R Email:	ayuen@tulsahonor.org

INSPECTION LOCATION	
Name:	Tulsa Honor Academy- Middle School
Address:	209 S. Lakewood Ave.
	Tulsa, OK 74112
Contact 1:	Amanda Yuen
Phone:	918-324-4768
Contact 2:	
Phone:	

INSPECTIONS & TESTING

DESCRIPTION	QTY	FREQUENCY	MONTH	VALUE
Annual Range Hood Inspection	1	Annual	February	\$110
Pre-Engineered Truck Charge	1			\$10

EXCLUSIONS:

Tax, Extinguisher & Ansul 6/12 year test, fuse links, miscellaneous parts.
Additional charges may apply if panel code(s) are not available
or not reprogrammed to the factory default.
3rd party Inspection Compliance Engine Fees (if applicable)

SUMMARY:

SFS will perform the annual range hood inspections. Semi-annual range hood inspections will be on a separate agreement due to fiscal year requirements. Any deficiencies found during the inspections will be handled separately.

Initial Term:	1 Year
From: 2/9/2023	Thru: 2/8/2024
Presented By: Jordan Koscielniak	

Jordan Koscielniak	
jkoscielniak@summitfiresecurity.com	
Summit Fire & Security LLC	
1102 E. 2nd Street	
Tulsa, OK 74120	
Fire Life Safety Sales Representative	
Cell Phone: (918) 209-6495	
Direct Phone: (918) 205-4427 Fax:	
Signature:	Jordan Koscielniak
Date:	2/9/2023

Quantities noted on this agreement may vary based on actual inspection. Additional unit pricing would apply.

Total Annual Investment:	\$120
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ACCEPTANCE: This Agreement is limited to INSPECTION SERVICE ONLY performed in accordance with the State Fire code as indicated by items checked above. Any additional maintenance, repairs or alterations will be made only upon receipt of such orders by an authorized person, at Summit Fire & Security's prevailing rates. Payment is due 30 days from date of billing or payment at time of service. Service is contingent on completion of credit application or credit card information being submitted to Accounts Receivable Department.

GENERAL CONDITIONS: The General Conditions attached to this Agreement are incorporated herein and made a part of this Agreement. Upon acceptance of this Agreement by Client, the General Conditions will automatically be part of this Agreement between Summit Fire & Security and Client.

The above prices, specifications and conditions, and the attached General Conditions, are hereby accepted. Summit Fire & Security is authorized to perform the work as specified. Client acknowledges that he/she has read and understands this Agreement.

NB _____

See General Conditions on Page 2

Contract Acceptance:	
Client:	
Signature:	Date:

SUMMIT FIRE & SECURITY LLC INSPECTION SERVICE AGREEMENT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Inspection Service Agreement to which they are attached (collectively, the "Agreement") as if fully set forth on the front page of the Agreement. As used in these General Conditions, "Summit Fire & Security," "Client," and other words and terms used in these General Conditions shall have the same meanings as those terms have in the Agreement.

1. **Payment.** Client agrees to pay all fees (the "Fees") for the testing and inspection services (the "Services") included in the Agreement. If Client fails to pay the Fees within thirty (30) days after the date the same is due and payable, Client shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Term/Renewal Pricing.** The initial term of the Agreement shall be a 1, 2 or 3 year term as indicated on the first page of the Agreement. The term of the Agreement shall continue to automatically renew for a like term unless either Client or Summit Fire & Security notifies the other party in writing at least sixty (60) days prior to the then expiring term that it does not want the term of the Agreement to renew. On the first annual anniversary date of this Agreement, and on each subsequent annual anniversary date thereafter during the term of the Agreement and any renewal hereof, the Fees as indicated on the first page of the Agreement shall automatically be increased by five percent (5%) per year.
3. **Changes.** Any changes to the Services to be provided by Summit Fire & Security during the term of the Agreement are to be documented by a written change order or amendment signed by Summit Fire & Security and Client, which may include, among other terms, a change in the Fees.
4. **Taxes.** Any taxes or other governmental charges related to the Agreement shall be paid by Client to Summit Fire & Security and shall be in addition to the Fees.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire & Security applies, Summit Fire & Security shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Client, or any other events or causes beyond the control of Summit Fire & Security.
6. **Access.** Client shall allow Summit Fire & Security to have reasonable access to the job location to allow the performance of the Services on the dates and at the times requested by Summit Fire & Security personnel.
7. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER TEXAS LAW TO THE FOLLOWING NOTICE:**
 - a. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.
 - b. UNDER TEXAS LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
8. **Limitation of Liability and Remedies.** The Services are not an insurance policy or a substitute for an insurance policy. The amount paid by Client for the Services is not sufficient for Summit Fire & Security to assume liability for loss or damage except as expressly set forth in this Agreement. In the event of any breach, default or negligence by Summit Fire & Security under this Agreement, Client agrees that the maximum liability of Summit Fire & Security shall not exceed \$500.00 or an amount equal to the Fees, whichever is greater, and Client expressly waives any right to make any claim in excess of that amount. Further, Client waives any right to any claims for punitive, exemplary, incidental or consequential damages. Client shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure any alleged breach or default. Client shall indemnify, defend and hold Summit Fire & Security harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the negligence or willful misconduct of Summit Fire & Security.
9. **Client's Failure to Pay.** If Client fails to pay any amount due to Summit Fire & Security as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately discontinue performing any Services and Summit Fire & Security may pursue any and all other rights and remedies, including the right to place a lien against the job site. In addition, Client shall be obligated to reimburse Summit Fire & Security for all reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Agreement.
10. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 9 above, in the event of any dispute between Client and Summit Fire & Security, whether during the performance of the Services contemplated under this Agreement or after, Client and Summit Fire & Security agree to negotiate in good faith towards the resolution of the dispute. If Client and Summit Fire & Security are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Client and Summit Fire & Security agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Agreement including, without limitation, claims relating to the formation, performance or interpretation of this Agreement, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Agreement. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Client and Summit Fire & Security agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be in Washoe County, Nevada. Summit Fire & Security expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of the Services and termination of this Agreement.
11. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement. This Agreement shall be construed, enforced and interpreted under the laws of the State of Minnesota. Except as otherwise provided herein, jurisdiction and venue for the interpretation and enforcement of this Agreement shall be solely in the courts of the State of Minnesota located in Ramsey County, Minnesota. Each party waives the right to a jury trial. This Agreement may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement is not assignable by either party. This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Agreement.

11-2020

INSPECTION SERVICE AGREEMENT

1102 E. 2nd Street
Tulsa, OK 74120
918.582.3736
OK Dept of Labor #AC440824
OKC FE #460; Tulsa FE #461
Date: 2/9/2023



Corporate Office
1025 Telegraph Street
Reno, NV 89502
775.856.1553
License #0062752 Limit \$950,000

Summit Fire & Security LLC ("Summit Fire & Security") is presenting an **Inspection Service Agreement** ("Agreement"), in accordance with the State Fire code including the items indicated below.

CLIENT	
Name:	Tulsa Honor Academy
Address:	1421 S. Sheridan Road
	Tulsa, OK 74112
Contact:	Amanda Yuen
Phone:	918-324-4768
E-mail:	ayuen@tulsahonor.org
A/R Email:	ayuen@tulsahonor.org

INSPECTION LOCATION	
Name:	Tulsa Honor Academy
Address:	1421 S. Sheridan Road
	Tulsa, OK 74112
Contact 1:	Amanda Yuen
Phone:	918-324-4768
Contact 2:	
Phone:	

INSPECTIONS & TESTING

DESCRIPTION	QTY	FREQUENCY	MONTH	VALUE
Annual Fire Alarm Inspection	1	Annual	February	\$765
Annual Sprinkler Inspection	2			\$405
Annual Fire Extinguisher Inspection	19			\$152
Annual Range Hood Inspection	1			\$110
Fire Alarm Truck Charge	1			\$50
Sprinkler Truck Charge	1			\$30
Pre-Engineered Truck Charge	1			\$25

EXCLUSIONS:

Tax, Extinguisher & Ansul 6/12 year test, fuse links, miscellaneous parts.
Additional charges may apply if panel code(s) are not available
or not reprogrammed to the factory default.
3rd party Inspection Compliance Engine Fees (if applicable)

SUMMARY:

SFS to perform annual fire alarm, sprinkler (including backflow), and fire extinguisher inspections along with annual range hood inspections. Semi-annual range hood inspections will be on a separate agreement due to fiscal year requirements. Any deficiencies found during the inspections will be handled separately.

Initial Term:	1 Year
From: 2/9/2023	Thru: 2/8/2023
Presented By: Jordan Koscielniak	

Jordan Koscielniak jkoscielniak@summitfiresecurity.com Summit Fire & Security LLC 1102 E. 2nd Street Tulsa, OK 74120 Fire Life Safety Sales Representative Cell Phone: (918) 209-6495 Direct Phone: (918) 205-4427 Fax: Signature: <i>Jordan Koscielniak</i> Date: 2/9/2023
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Quantities noted on this agreement may vary based on actual inspection. Additional unit pricing would apply.

Total Annual Investment:	\$1,537
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ACCEPTANCE: This Agreement is limited to INSPECTION SERVICE ONLY performed in accordance with the State Fire code as indicated by items checked above. Any additional maintenance, repairs or alterations will be made only upon receipt of such orders by an authorized person, at Summit Fire & Security's prevailing rates. Payment is due 30 days from date of billing or payment at time of service. Service is contingent on completion of credit application or credit card information being submitted to Accounts Receivable Department.

GENERAL CONDITIONS: The General Conditions attached to this Agreement are incorporated herein and made a part of this Agreement. Upon acceptance of this Agreement by Client, the General Conditions will automatically be part of this Agreement between Summit Fire & Security and Client.

The above prices, specifications and conditions, and the attached General Conditions, are hereby accepted. Summit Fire & Security is authorized to perform the work as specified. Client acknowledges that he/she has read and understands this Agreement.

NB _____

See General Conditions on Page 2

Contract Acceptance:	
Client:	
Signature:	Date:

SUMMIT FIRE & SECURITY LLC INSPECTION SERVICE AGREEMENT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Inspection Service Agreement to which they are attached (collectively, the "Agreement") as if fully set forth on the front page of the Agreement. As used in these General Conditions, "Summit Fire & Security," "Client," and other words and terms used in these General Conditions shall have the same meanings as those terms have in the Agreement.

1. Payment. Client agrees to pay all fees (the "Fees") for the testing and inspection services (the "Services") included in the Agreement. If Client fails to pay the Fees within thirty (30) days after the date the same is due and payable, Client shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. Term/Renewal Pricing. The initial term of the Agreement shall be a 1, 2 or 3 year term as indicated on the first page of the Agreement. The term of the Agreement shall continue to automatically renew for a like term unless either Client or Summit Fire & Security notifies the other party in writing at least sixty (60) days prior to the then expiring term that it does not want the term of the Agreement to renew. On the first annual anniversary date of this Agreement, and on each subsequent annual anniversary date thereafter during the term of the Agreement and any renewal hereof, the Fees as indicated on the first page of the Agreement shall automatically be increased by five percent (5%) per year.
3. Changes. Any changes to the Services to be provided by Summit Fire & Security during the term of the Agreement are to be documented by a written change order or amendment signed by Summit Fire & Security and Client, which may include, among other terms, a change in the Fees.
4. Taxes. Any taxes or other governmental charges related to the Agreement shall be paid by Client to Summit Fire & Security and shall be in addition to the Fees.
5. Unavoidable Delays. To the extent any time period for performance by Summit Fire & Security applies, Summit Fire & Security shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Client, or any other events or causes beyond the control of Summit Fire & Security.
6. Access. Client shall allow Summit Fire & Security to have reasonable access to the job location to allow the performance of the Services on the dates and at the times requested by Summit Fire & Security personnel.
7. MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER TEXAS LAW TO THE FOLLOWING NOTICE:
 - a. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.
 - b. UNDER TEXAS LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
8. Limitation of Liability and Remedies. The Services are not an insurance policy or a substitute for an insurance policy. The amount paid by Client for the Services is not sufficient for Summit Fire & Security to assume liability for loss or damage except as expressly set forth in this Agreement. In the event of any breach, default or negligence by Summit Fire & Security under this Agreement, Client agrees that the maximum liability of Summit Fire & Security shall not exceed \$500.00 or an amount equal to the Fees, whichever is greater, and Client expressly waives any right to make any claim in excess of that amount. Further, Client waives any right to any claims for punitive, exemplary, incidental or consequential damages. Client shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure any alleged breach or default. Client shall indemnify, defend and hold Summit Fire & Security harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the negligence or willful misconduct of Summit Fire & Security.
9. Client's Failure to Pay. If Client fails to pay any amount due to Summit Fire & Security as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately discontinue performing any Services and Summit Fire & Security may pursue any and all other rights and remedies, including the right to place a lien against the job site. In addition, Client shall be obligated to reimburse Summit Fire & Security for all reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Agreement.
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11-2020



2023-2024 SALARY RANGES

Tulsa Honor Academy determines salaries based on the role and each individual's education and experience. Overall salary ranges are below:

	Category	Sample Titles	Starting Min	Starting Max	Max
Hourly	Hourly Support	Operations Assistant, Paraprofessional, Operations Associate	\$9	\$18	\$20
	Hourly Professional	Expanded Learning Tutor	\$14	\$25	\$30
Exempt Individual Contributor	Exempt Support	Teacher Apprentice, Behavior Interventionist, Operations Coordinator	\$35,000	\$41,000	\$50,000
	Teacher	Teacher	\$42,000	\$56,250	\$75,000
	Professional	Grants Coordinator, Executive Assistant	\$42,000	\$56,000	\$70,000
Exempt Leadership	Mid-Level Leader	Assistant Principal, Manager	\$55,000	\$75,000	\$95,000
	Senior Leader	Principal, Director	\$71,000	\$95,000	\$120,000
	Executive Leader	Chief Academic Officer, Chief Operations Officer	\$100,000	\$115,000	\$125,000

Salary Increases from 2022-2023 to 2023-2024:

- Staff who have been continuously employed with THA in the same role since August 1, 2022 will receive a 2.5% salary increase.
- Staff who have been continuously employed with THA in the same role since January 15, 2023 who started after August 1, 2022 will receive a 1.25% salary increase.
- Staff who have been continuously employed with THA with a start date after January 15, 2023 will receive the same salary as the previous year.



Starting Teacher Salary

Years of Teaching Experience*	Bachelor's	Bachelor's + Certified**
0	\$42,000	\$44,000
1	\$42,750	\$44,750
2	\$43,500	\$45,500
3	\$44,250	\$46,250
4	\$45,000	\$47,000
5	\$45,750	\$47,750
6	\$46,250	\$48,250
7	\$46,750	\$48,750
8	\$47,250	\$49,250
9	\$47,750	\$49,750
10	\$48,250	\$50,250
11	\$48,750	\$50,750
12	\$49,250	\$51,250
13	\$49,750	\$51,750
14	\$50,250	\$52,250
15	\$50,750	\$52,750
16	\$51,250	\$53,250
17	\$51,750	\$53,750
18	\$52,250	\$54,250
19	\$52,750	\$54,750
20	\$53,250	\$55,250

* 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 a standard 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 for the school year following the degree being earned, if earned during the school year. 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 2021-2022, 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 2022, with plans to revisit at least every 3 years.



Commercial Services Agreement

2/7/2023

Cox Account Rep:	Robert Looper	Cox System Address
Phone Number:		11811 East 51st Street South Tulsa, OK 74146
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	TULSA HONOR ACADEMY	Full Name:	Amanda Yuen
Street Address:	1421 S Sheridan Rd	Billing Telephone:	(918) 833-9420
City/State/Zip:	Tulsa, OK 74112	Fax:	
Billing Address:	1421 S SHERIDAN RD	Contact Number:	(918) 833-9420
City/State/Zip:	TULSA, OK 74112	Email:	ayuen@tulsahonoracademy.org
Cox Account #:	186-70788202		

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
VoiceManager Utility Package w/ Flat Rated Line	0	1	\$20.00	12	\$20.00	\$0.00
Directory Listing - Pub Name Only	0	1	\$0.00	12	\$0.00	\$0.00
Install Fees						
Cox Business eMTA Self-Install Kit	0	1	\$0.00	0	\$0.00	\$0.00

Totals:	\$20.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://www.coxbusiness.com/generalterms> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://www.coxbusiness.com/e911> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://www.coxbusiness.com/e911>

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership

of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://www.coxbusiness.com/generalterms>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVIDED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license

UNIVERSITY OF OKLAHOMA
FIELD EXPERIENCE / PRACTICUM /
INTERNSHIP
MEMORANDUM OF UNDERSTANDING

On this ____ day of _____, 20____, the Board of Regents of the University of Oklahoma, for and on behalf of the Jeannine Rainbolt College of Education, Department of _____ ("the University") and _____ ("Facility"), agree that Students enrolled at the University may engage in a Field Experience, Practicum, Internship or similar arrangement ("Practicum") at the Facility, according to the following conditions:

A. The University and the Facility jointly agree:

1. This Practicum Memorandum of Understanding (the "Agreement") shall be effective beginning_____, 20____, and ending_____, 20____. Either party may terminate this Agreement by giving the other advance written notice of termination of not less than thirty (30) days. The Agreement may be terminated at any time by mutual consent. If this Agreement is terminated during a Practicum, however, the parties agree to allow current Students to complete the Practicum.
2. Access to Student records shall be governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, commonly known as "FERPA," and all other applicable laws.
3. As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.) are incorporated into this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, sex, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. §4212.
4. This agreement entails no compensation or payment between the parties.
5. The parties, their students and employees, shall have the right to publish scholarly articles and papers arising out of the Practicum; provided however, each party and their students and employees shall submit said articles and papers to the other party not less than sixty (60) days prior to publication for the purposes of identifying inaccurate, improper and/or proprietary/confidential information contained therein.

6. When circumstances indicate that a Student must be immediately withdrawn from the Practicum, the Facility shall promptly inform the University, and the University shall withdraw the Student.

7. The parties agree not to use each other's names or logos in any publications or advertising without prior written approval from the other party.

B. Responsibilities of the University:

1. The University shall designate one or more members of its faculty ("Faculty Liaison") to coordinate all aspects of the Practicum with the Facility and assist in developing Student assignments, training activities and Student evaluations.

2. The University shall require each participating Student to complete, sign and return Attachment A, "Student Acknowledgement and Release."

C. Responsibilities of the Facility:

1. The Facility is responsible for the actual supervision and control of the Student's activities within the Facility. The Facility will designate one or more staff persons ("Instructor(s)") with appropriate qualifications to instruct and supervise the Student. The Student is not responsible for supervising any minors, the Facility is responsible for the actual supervision of any minors from the Facility.

2. The Facility will provide the Student with appropriate training and resources to foster the Student's learning experience.

3. The Instructor will be responsible for prompt submission of reports that adequately describe the Student's progress, if the University requires.

4. The Facility will communicate immediately with the Faculty Liaison any concern regarding the Student's performance or progress.

5. The Facility will agree to arrange Student schedules that minimize conflict between their schedules and those of the University and the Student.

6. Upon reasonable request, the Facility agrees to permit the University or its accreditation agencies to inspect the areas of the Facility relevant to the Practicum.

7. The Facility agrees to provide each Student in the Facility with the relevant policies, rules,

regulations, and expectations with which the Student is required to comply.

8. Students admitted into University's Jeannine Rainbolt College of Education after August 1, 2013, have submitted to a background check as a condition of their admission into the College. University will check applicant histories for: conviction of a felony, any crime involving moral turpitude or a felony violation of the narcotic laws of the United States or the State of Oklahoma, provided the conviction was entered within the preceding ten-year period. Facility will obtain and pay all costs of background checks that may be required for a student admitted to University's Jeannine Rainbolt College of Education prior to August 1, 2013, or may be otherwise required by Facility. Facility may check with University to determine any student's date of admission into the Jeannine Rainbolt College of Education..

D. Responsibilities of the Student:

See Attachment A that the Student and one witness shall sign and date.

AGREED:

_____	_____
Dean/Director/Chair with Signature Authority	Date

_____	_____
Facility Representative with Signature Authority	Date

APPROVED:

_____	_____
Dean, College of Education	Date

ACKNOWLEDGED:

_____	_____
Faculty Liaison , University of Oklahoma	Date

E-RATE PROPOSAL

Tulsa Honor Academy
FY 2023



Submitted January 20, 2023



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

E-RATE QUOTE


WIRED! Technology Partners
SPIN: 143032937



QUOTED TO

THA - Sheridan Flores MS
1421 S. Sheridan
Tulsa, OK 74112
United States

Quote #	AAAQ10565
Date	Jan 25, 2023
Exp Date	Feb 24, 2023
Terms	Due Upon Receipt
Ticket #	654061
Description	Basement E- rate FY23

This quote is valid for a period of 30 days. The balance of hardware and software is due when the order is placed. The remaining balance is due upon completion. WIRED Technology Partners thanks you for the opportunity to provide this quote and looks forward to serving you.

Description		Qty	Unit Price	Total Price
	Switching			
 CBS350-24P-4X-NA	Cisco 350 CBS350-24P-4X Ethernet Switch - 24 Ports - Manageable - 2 Layer Supported - Modular - 34.53 W Power Consumption - 195 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Lifetime Limited Warranty	1	\$1,012.38	\$1,012.38
SFP10GSRST	StarTech.com Cisco SFP-10G-SR Compatible SFP+ Module - 10GBASE-SR - 10GE Gigabit Ethernet SFP+ 10GbE Multimode Fiber MMF Optic Transceiver - Cisco SFP-10G-SR Compatible SFP+ - 10GBASE-SR 10 Gbps - 10GbE Module - 10GE Gigabit Ethernet SFP+ 850nm - Multi Mode (MMF) Transceiver - 300m (984ft) - LC Connector DDM - Hot-Swappable & MSA Compliant - Lifetime Warranty	2	\$188.38	\$376.76
	Wireless Access Points			
901-R550-US00	R550 US DUAL BAND AX INDRAP	3	\$642.85	\$1,928.55
	Wireless Controller Licenses			
L09-0001-SG00	Ruckus Wireless Upgrade License - Ruckus SmartZone 100 WLAN Controller 1 Access Point	3	\$74.75	\$224.25
S01-0001-ILSG	Ruckus Wireless End User WatchDog Premium Support - 1 Year - Service - 24 x 7 - Technical - Electronic	3	\$20.53	\$61.59
	Copper Cabling			
	Cat6 Cable - Plenum	13	\$48.81	\$634.53
	Cat6 Keystone Jack	3	\$3.81	\$11.43
	Wall Plates	2	\$2.94	\$5.88
V7CAT6UTP-50C-BL U-IE	Cat6 Unshielded (UTP) Cable RJ45 Male to RJ45 Male 0.5m 1.6ft - 1.64 ft Category 6 Network Cable	13	\$2.25	\$29.25
	Fiber			

Description		Qty	Unit Price	Total Price
CCS-01U	Corning 1U Rack Mount Connector & Splice Housing	1	\$193.70	\$193.70
CCH-CP06-H3	Corning Closet Connector Housing (CCH) Panel, ST® Compatible Adapters, Simplex, 6 F, 50 µm multimode (OM2)	1	\$57.84	\$57.84
95-050-51-X	Corning UNICAM CONNECTOR ST-MM	8	\$23.31	\$186.48
M-PO-6-DN-A-L-BK BED- SP-CUT REEL	6 Strand MM Fiber Per Foot	350	\$1.28	\$448.00
	SC / LC Fiber Patch Cable	2	\$23.72	\$47.44
	Rack			
SRWO8U22DP	Tripp Lite 8U 12U 22U 2 Post Open Frame Rack Cabinet Expandable 23.5" Depth Wall Mount - For UPS, Patch Panel, LAN Switch - 22U Rack Height x 19" Rack Width x 23.50" Rack Depth - Wall Mountable - Black Powder Coat - Steel - 150 lb Maximum Weight Capacity	1	\$192.86	\$192.86
520959 	24-Port Rackmount Cat6 UTP 110/Krone Patch Panel, 1U - Supports 22 to 26 AWG Stranded and Solid Wire	1	\$50.29	\$50.29
SMT750RM2UC 	APC by Schneider Electric Smart-UPS 750VARM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 5 Minute Stand-by - 120 VAC Input - 120 VAC Output - Sine Wave - 6 x NEMA 5-15R	1	\$619.01	\$619.01
	Professional Services			
Labor-Professional Services-Intuition Di	Labor Hour - Professional Services - Intuition Discount	5	\$120.00	\$600.00
Labor-Cable&Install& Configuration-Intuit	Labor Hour - Cabling & Installation - Intuition Discount	40	\$95.00	\$3,800.00

Terms:

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

Subtotal	\$10,480.24
Sales Tax	\$0.00
Total	\$10,480.24

To accept this quotation, sign here and return:

I authorize the approval of this quote based on the funding commitment decision by USAC for this FRN.



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

E-RATE QUOTE

WIRED! Technology Partners

SPIN: 143032937

QUOTED TO

THA - Sheridan HS
1421 S Sheridan Rd
Tulsa, OK 74112-6619
United States

Quote #	AAAQ10567
Date	Jan 25, 2023
Exp Date	Feb 24, 2023
Terms	Due Upon Receipt
Ticket #	
Description	MIBS FY23

This quote is valid for a period of 30 days. The balance of hardware and software is due when the order is placed. The remaining balance is due upon completion. WIRED Technology Partners thanks you for the opportunity to provide this quote and looks forward to serving you.

Description		Qty	Unit Price	Total Price
	MIBS - Core Device (Firewall, Switch, Router, WLAN Controller) - Monthly - High Volume	18	\$24.50	\$441.00
	MIBS - Device (Wireless Access Point, UPS) - Monthly - High Volume	106	\$5.50	\$583.00
	MIBS - Cabling - Monthly - High Volume	2	\$32.00	\$64.00
	MIBS services are provided by WIRED! Technology Partners for a period of 12 months at the monthly rate listed for the operation, management, and monitoring of eligible broadband internal connections components. Support is limited to eligible equipment that directly supports and are necessary for the broadband connectivity within the schools listed above.	1	\$0.00	\$0.00

Terms:

1. WIRED Technology Partners (EO8-009) extends Manufacturer warranties on all products and 90 days on labor.
2. All changes to this quotation/contract must be in writing and signed by an authorized representative of WIRED! to be effective.
3. All estimates of installation and delivery time are estimates only.
4. Customer must notify WIRED! Technology Partners within seven business days of any defect in installation.
5. Customer agrees to provide WIRED! Technology Partners with a final punch list within seven business days of installation.
6. Any seal broken on any product automatically voids WIRED! Technology Partners and Manufacturer Warranty.
7. All payments must be made by company check payable to WIRED Technology Partners.
8. The invoice total reflects a cash/check discount of 3.5%. Discounts will be removed for payments made by credit card.

Subtotal	\$1,088.00
Sales Tax	\$0.00
Total	\$1,088.00

To accept this quotation, sign here and return:

I authorize the approval of this quote based on the funding commitment decision by USAC for this FRN.

SERVICE PROVIDER QUALIFICATION FORM**Information about the Vendor**

Company Name	WIRED! Technology Partners
E-rate SPIN	143032937
Years in Business	31
Number of years providing solutions similar to this proposal	17
Contact Person/Title	Everett Ellis / President
Full Mailing Address	11221 Richardson Dr., N. Little Rock, AR 72113
Telephone Number	(877) 957-0780
E-Mail Address	
Names and titles of personnel who will work on this project	Everett Ellis, President Victor Buie, Lead Network Engineer Tyler Holmes, Project Foreman

References – 3 required

School/District Name	KIPP Tulsa
Contact Person	Dr. Charlotte Carter
Phone Number	(918) 794-8652
E-mail Address	ccarter@kippok.org
Dates Services Provided	2016 - Present
Description of Services Provided	IT Managed Services, Cabling, NET Config
School/District Name	KIPP Chicago
Contact Person	Michael Salmonowicz
Phone Number	(312) 733-8108
E-mail Address	msalmonowicz@kippchicago.org
Dates Services Provided	2018 - Present

Description of Services Provided	IT Managed Services, Cabling, NET Config
School/District Name	Memphis Scholars
Contact Person	Angela Goodin
Phone Number	(901) 416 – 7874
E-mail Address	agoodin@memphis scholars.org
Dates Services Provided	2017 - Present
Description of Services Provided	IT Managed Services, Cabling, NET Config

Technical Competencies – Please list technical certifications

1. MCSP, CCNP, CCNA, Commscope SP3801

Reseller Authorizations – Please list reseller authorizations

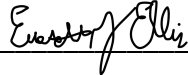
1. Cisco, Dell, HP, Microsoft, Ruckus, APC, Tripp Lite, Corning, G-Suite

SERVICE PROVIDER ASSURANCE FORM

Service Provider agrees to provide:

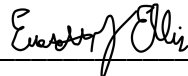
Installation and Testing

Service Provider will unbox, deliver, install, configure, and test all equipment based on the school's installation schedule.

Signature  (enter "NA" if not applicable)

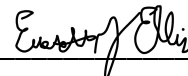
Administrator Training

Service Provider will provide training to the school's network administrator(s) relative to the network operations of the new equipment and network software. Training will not cover end-user devices.

Signature  (enter "NA" if not applicable)

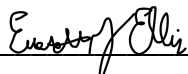
Asset Tagging and Inventory

Service Provider will tag all equipment with appropriate school and E-rate identification information and provide a digital and paper inventory.

Signature  (enter "NA" if not applicable)

Walk-through and Acceptance

After all of the services above have been provided, a Service Provider project manager will conduct a walk-through with a school representative. At that time, project documentation will be given to the school. Documentation will include: digital and paper inventory; installation and testing data; as-built drawings; product documentation and warranty information; and Service Provider contact information. When all elements are provided, the school representative will sign an Acceptance Page.

Signature  (enter "NA" if not applicable)

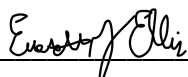
Service Provider agrees to the following:

Contingent upon Funding – This proposal/contract will be contingent upon approved E-rate funding. The contract (see page 8) does not bind the school to the project if SLD or matching funds are not appropriated.

Project Scaling – Service Provider understands that school may not have access to required funds and may need to scale back the project to meet budgetary needs.

Portion Billing – If implementation occurs after E-rate approval, the school will be billed only for the school's USAC portion of charges.

Lowest Corresponding Price – The service provider will offer and charge the lowest price that the service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services.

Signature 

CABLING REQUIREMENTS

Service Provider agrees to the following:

Project Requirements

Technical Requirements – Must be met per each entity's specifications.

Complete Turnkey Solution – Cabling is to provide all materials and labor, including but not limited to: Cat 5e, Cat6, Cat 6A wire, or fiber drops in colors per school requirements; patch panels, racks, raceway, hooks, connectors, outlets, firestop, and other materials as needed.

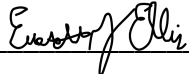
As-built drawings – To be provided upon project completion. (Floor plans showing circuit identification number and location and room number of each outlet.)

Installation and Testing Documentation - Certification test result documents to be provided upon project completion.

Labeling – All ports to be labelled at both ends per school requirements.

Patch Cables – 2 patch cables are to be provided per each cable run. Lengths and colors per school requirements.

One Year Warranty – Service Provider will warrant and support products/services for a minimum of 1 year.

Signature 

MASTER CONTRACT INFORMATION

Per SLD, a master contract is “a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider.”

☐ Yes, a master contract was used to provide pricing for this proposal/quote.

☒ No, a master contract was not used to provide pricing for this proposal/quote.

Contract Name:	
Contract Number:	
Start Date:	
End Date:	
Web address to find a copy of the contract:	

Contract Name:	
Contract Number:	
Start Date:	
End Date:	
Web address to find a copy of the contract:	

2/24/2023

Tulsa Honor Academy High School
1421 S Sheridan Rd,
Tulsa, OK 74112
Amanda Yuen
ayuen@tulsahonor.org



Reference: Phase 3 Basement Security

Dear Amanda,

Pursuant to your request, we have prepared our proposal for your review and consideration. We endeavor to provide competitive pricing without sacrificing quality workmanship.

A. Scope of Work

1. Summit Fire & Security will:
 - a. Install 2 motion detectors in basement: 1 in hallway going east and west and 1 in stairwell going upstairs.

B. Clarifications

1. If Troubleshooting does not resolve the issues, then additional pricing will be provided.
2. This proposal is valid for thirty (30) days from the date shown above. Invoicing will be monthly progressive.
3. The buyer bears the responsibility of providing useable AutoCAD drawing files for this project at no cost to Summit Fire & Security.
4. Sales tax (where applicable), freight, programming, submittals, system drawings, all necessary calculations, and all required testing is included in the price of the proposal.

C. Exclusions

1. Labor or materials required for the installation of conduit including flexible conduit, hangars, boxes, and fittings.
2. Allowance for an emergency radio signal amplification system.
3. Any additional work or materials required by the owner, engineer or AHJ not specifically included in the scope of work shown above.
4. 120-volt AC dedicated electrical connections as required by NFPA 70 for fire alarm panels and/or remote power supplies.
5. Load side connections to equipment furnished and installed by others such as, smoke dampers, elevator controls, shunt trip circuit breakers, HVAC equipment, EPO controls, security systems, building automation systems, etc.
6. Work outside of normal hours of M-F 7:30 A.M. – 5:00 P.M.
7. Painting or patching.
8. Costs for fire watches.
9. Costs for abatement of asbestos. All asbestos will be removed from the work area by others prior to commencing work.

Contract Costs: One Thousand Six Hundred and Sixty Dollars (\$1,660)

We appreciate the opportunity to serve your electronic system needs. Please contact me at your convenience if we can be of any additional assistance.

Sincerely Daniel Cathcart

OWNER ACCEPTANCE OF PROPOSAL

Summit Fire and Security's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the Attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit Fire and Security and Owner.

OWNER:

By: _____

Signature

Print Name_____
Date

SUMMIT FIRE & SECURITY LLC PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire & Security Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire & Security," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire & Security and Owner by a written change order signed by Summit Fire & Security and Owner. Summit Fire & Security reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire & Security will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire & Security shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit Fire & Security will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire & Security will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire & Security provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire & Security shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire & Security in connection with Summit Fire & Security's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire & Security based on Summit Fire & Security's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire & Security. Summit Fire & Security's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire & Security, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire & Security and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire & Security applies, Summit Fire & Security shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire & Security.
6. **Access.** Owner shall allow Summit Fire & Security to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire & Security personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire & Security until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire & Security shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire & Security other rights and remedies.
8. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire & Security under this Contract, Owner agrees that the maximum liability of Summit Fire & Security shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire & Security harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire & Security.
9. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire & Security as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire & Security may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire & Security for reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Contract.
10. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire & Security, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire & Security agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire & Security are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire & Security agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Nevada Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire & Security agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Clark County, Nevada. Summit Fire & Security expressly reserves all mechanics lien rights under Nevada Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
11. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Nevada. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

SAMANTHA APONTE

PROFESSIONAL SUMMARY

Dedicated education professional with 7 years experience honing skills in curriculum development, adult learning facilitation, and instructional coaching. Documented strengths in creating differentiated, high-quality literacy materials aligned to state and Common Core State Standards. Successful at conducting needs assessments, determining a scope and sequence of skills and standards, and executing a strategic plan.

WORK HISTORY

Director, Professional Learning & Curriculum, ELA, 06/2022 - Current
Fishtank Learning, Boston, MA

- Support over 150 participants during Launch Learning series with internalization and implementation of strategies and practices aligned to CCSS for ELA grades K-8.
- Communicate success of training programs and recommended improvements to upper management to enhance effectiveness, while maintaining participant satisfaction score of 84% or more on all sessions.
- Planned and monitored creation and implementation of 10 asynchronous learning modules using new and existing professional learning resources.

Manager, Teacher Development, 07/2021 - 05/2022
Teaching And Leading Initiative Of Oklahoma, TULSA, Oklahoma

- Coach 12 teachers across 4 campuses to improve practices through professional development and modeling instructional strategies.
- Design and facilitate instructional coaching sessions for new teachers to develop classroom management and instruction strategies.
- Increased reach by 116% and following by 5% through developing marketing content including videos, promotional materials, and advertisements for social media aligned to established brand identity.
- Analyze and report social media and online marketing campaign results to stakeholders to meet both learning and business goals.

Assistant Principal Of Humanities, 06/2019 - 06/2021
Tulsa Honor, Academy, Tulsa, OK

- Increased staff satisfaction by 20% through weekly professional learning experiences for 30+ staff in response to data analysis, school-wide systems, instructional practices, and content internalization.
- Facilitated coaching meetings for 10 teachers that resulted in increased literacy benchmarks for students through lesson review, modeling, and data driven instruction.
- Built and maintained positive relationships with diverse stakeholders, such as parents, school volunteers and outside agencies.



EDUCATION

Master of Science, Teaching, Learning, And Leadership (Reading), 12/2020
Oklahoma State University - Stillwater, OK

Bachelor of Science, Advertising, 05/2015
University of Florida - Gainesville, FL

SKILLS

- Curriculum Development
- Verbal and written communication
- Learning experience design
- Facilitation and public speaking
- Data analysis
- Staff management
- Strategic planning
- Differentiated Instruction

LANGUAGES

Spanish
Full Professional

French
Elementary

CERTIFICATIONS

- Certified Reading Specialist, Oklahoma Board of Education
- Certified Teacher (Early Childhood Education, Elementary Education (General), Grade 1-8), Oklahoma Board of Education
- Google Certified Educator (Level 1, Level 2)
- Certified Customer Success Manager (CCSM) (Level 1, Level 2) - SuccessHACKER

AFFILIATIONS

Literacy Specialist, 05/2018 - 06/2021**Tulsa Honor Academy, Tulsa, OK**

- Analyzed and communicated quarterly data on literacy assessments with key stakeholders including scholars, families, staff, and district partners.
- Conducted biannual school-wide audit of literacy curriculum and library texts to in alignment to district Diversity, Equity, and Inclusion framework.
- Designed and facilitated 15+ technical training and professional development for staff and community members around key literacy initiatives.

ELA Teacher, 05/2017 - 06/2019**Tulsa Honor Academy, Tulsa, OK**

- Prepared and implemented daily course curriculum covering required course topics aligned to CCSS standards.
- Identified, tracked, and analyzed student metrics, and provide aligned coursework to ensure annual goals are met.
- Communicated frequently with parents, students, and faculty to provide feedback and discuss instructional strategies.
- Promoted effective verbal and written communication through listening, speaking, reading and writing practice.

- **Reading Partners Tulsa**, Board Member, Volunteer (Present)
- **Leadership Tulsa**, Hispanic Leadership Institute Fellow (Present)
- **National Charter Alliance**, 30 Under 30 Changemakers Award Recipient (2021)
- **Leadership Tulsa**, New Voices Board Intern (2020)
- **Teacher for America Greater Tulsa**, Alumni Board Member (2019-2021)
- **BES**, LENS Leader (2019)

PreACT® Secure Terms and Conditions

These Terms and Conditions are a binding legal Agreement (“Agreement”) between ACT, Inc., a non-profit corporation having a principal place of business at 500 ACT Drive, Iowa City, IA 52243 (“ACT”) and TULSA HONOR ACADEMY HIGH SCHOOL, having a principal place of business at 1421 S SHERIDAN RD, TULSA, OK 74112-6619 (“Customer”). ACT provides a variety of products and services to help individuals achieve education and career success (“Assessments and Services”). This Agreement provides the terms and conditions pursuant to which the Assessments and Services are offered to Customer by ACT. Each Assessment and Service ordered by Customer will also be subject to Supplemental Terms and Conditions applicable to such product or service. By ordering and using ACT Assessments and Services, Customer expressly agrees to these Terms and Conditions, and the Supplemental Terms and Conditions for each Assessment and Service.

1. Term. This Agreement shall commence on the date an Enrollment Form or Order for Assessments and Services is placed by Customer and shall remain in effect for the period of time indicated on the Enrollment Form.

2. Services to be Provided. The Assessments and Services will be provided pursuant to ACT’s standard delivery specifications and requirements, as indicated in the Supplemental Terms and Conditions for each Assessment and Service ordered. To the extent the Customer also receives ACT Assessments and Services pursuant to a contract between ACT and a State education agency, the terms of the agreement between ACT and the State education agency apply to the services provided to Customer pursuant to that State Agreement.

3. Orders. ACT must accept Customer’s Order before ACT will provide the Assessments and Services to Customer. ACT may choose not to accept any Order, or cancel any Order, if ACT has reason to believe Customer is not a qualified educational institution or entity which will administer the assessments in compliance with the terms of the Agreement, or for any other reason in ACT’s sole discretion. To the extent ACT rejects or cancels an Order, ACT will attempt to notify you through the Order Information.

4. Payment Terms. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT. ACT may charge Customer 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. Please note that ACT may place your order on hold for issues related to credit or outstanding invoices. All invoices shall be sent to the “Bill-To” address identified by Customer on the Enrollment Form. Customer warrants and represents that the Bill-To entity and address identified in the Enrollment Form is responsible for making payment on Customer’s account. To the extent the Bill-To address/entity identified in the Enrollment Form fails to make payment, ACT shall send the invoice to Customer’s address and Customer shall be obligated to make payment immediately. 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 and Services.

5. Ownership of Materials. ACT owns or has license for the Assessments and Services, including but not limited to, the skill definitions on which assessments are based, paper-based or online assessment documents, testing materials, test questions, answer choices, administration and registration materials, publications, data, the score resulting from the assessment, reports, documentation, related materials, any and all derivatives or modifications thereof (collectively, the “ACT Materials”). ACT owns copyrights in the ACT Materials. The ACT Materials are licensed on a limited, revocable, non-exclusive and non-sublicensable manner, not sold. Except as expressly granted in a Supplemental Terms and Conditions, Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer may not (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 Assessments and Services or 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, or (e) modify, reverse engineer, decompile, or disassemble the 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 and Services to its Designated Personnel, 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 and Services.

6. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT grants to Customer and Customer-designated schools, campuses, facilities, or other training or administrative locations where Assessments may be taken ("Participating Testing Sites") a limited, non-exclusive, non-transferable right during the term of the Agreement to (a) access the Assessments and Services solely for testing and authorized use and interpretation purposes, consistent with the terms of this Agreement, and as set forth on ACT's website available at: <https://success.act.org/s/article/PreACT-Secure-District-Testing-Details>, (b) administer the Assessments to authorized examinees, and (c) use the ACT Materials in connection with the authorized administration of the Assessments. Customer may administer the Assessments at Participating Testing Sites that provide for a proper assessment environment as set forth in the administration manual, provided that the ACT Materials are stored and secured at the Participating Testing Site when they are not being administered, and provided that the Customer abides by the terms and conditions set forth in this Agreement.

7. Confidentiality. Customer agrees that neither it nor its employees 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 provided hereunder. Customer shall protect the ACT Materials in accordance with ACT's policies and procedures and using a standard of care appropriate for secure test materials, 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 and must return any unused Assessments (and all copies, if any) in accordance with ACT's policies and procedures. In the event Customer receives a Freedom of Information Act, public record, or open record 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.

8. Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's Privacy Policy available at www.act.org/privacy, as amended from time to time.

9. 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) approved by ACT. Customer agrees that all used and unused ACT Materials (and copies, if any) will be returned to ACT, in accordance with the policies and procedures established by ACT. In the event of a test security incident or use of the ACT Materials which conflicts with the requirements of this Agreement or ACT policies and procedures, Customer and all Participating Testing Sites agree to fully cooperate with ACT and shall cause those individuals involved in the administration of or preparation for the Assessments to fully cooperate with ACT. In the event ACT identifies testing irregularities, which may include but is not limited to the use of a compromised test form, falsification by an examinee of his/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 may provide notice to Customer of the testing irregularity and Customer may make a decision regarding any action Customer may take regarding such irregularity. ACT reserves the right, in its sole and absolute discretion, to cancel test scores related to or impacted by a testing irregularity and to notify Customer of that cancellation.

10. Updates and Modifications. The Assessments and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed. ACT reserves the right to charge a fee for any new functionalities available through the revised Assessments and Services.

11. Computer Requirements, Compatible Platforms and Hardware, and System Maintenance. Customer acknowledges and agrees that the computer configuration requirements are required to properly access and use the Assessments 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 and Services. ACT is not responsible for any incompatibility between ACT Assessments 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 and Services. Assessments 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. The applicable computer configuration requirements are available at: <https://success.act.org/s/article/PreACT-Secure-District-Testing-Details>.

12. Username and Passwords. Access to the Assessments and Services to only those Customer and Participating Testing Site staff and students that have been authorized to use the services by Customer. Each authorized staff member and student will be required to use a unique username and password to access the online platforms provided as part of the Assessments and Services. Staff and students may not share or otherwise divulge their password with any other person. Access to the online platform is personal to the individual authorized staff member or student. Customer and Participating Testing Site staff accessing the online platforms may not impersonate any person or entity or falsely state or otherwise misrepresent their identity or affiliation with a person or entity to ACT.

13. Limitation on Damages. THE LIABILITY OF ACT AND ANY ACT AFFILIATE OR LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID HEREUNDER DURING THE APPLICABLE CONTRACT TERM. IN NO EVENT SHALL ACT OR ANY ACT AFFILIATE OR LICENSOR BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

14. Warranty and Limitations. ACT WARRANTS THAT THE ASSESSMENTS HAVE BEEN DEVELOPED IN ACCORDANCE WITH AND THE SERVICES WILL BE PERFORMED IN A MANNER CONSISTENT

WITH INDUSTRY STANDARDS, SOLELY TO THE EXTENT THE CUSTOMER USES THE ASSESSMENTS FOR THE PURPOSES AUTHORIZED BY ACT. EXCEPT AS SET FORTH IN THIS SECTION, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. CUSTOMER WARRANTS THAT CUSTOMER HAS OBTAINED ALL NECESSARY PERMISSIONS FOR THE DELIVERY OF ASSESSMENT SERVICES AND THE ASSESSMENTS AND THAT CUSTOMER WILL USE, DELIVER, AND HANDLE DATA FROM THE ASSESSMENT SERVICES, AND WILL TAKE NECESSARY STEPS TO ASSIST ACT OR ITS AFFILIATES OR LICENSORS TO USE, DELIVER, AND HANDLE DATA FROM THE ASSESSMENT SERVICES, CONSISTENT WITH APPLICABLE LAWS, RULES, AND REGULATIONS.

15. 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. Customer's participation in the Assessments and Services designated in a Supplemental Terms and Conditions will be automatically cancelled, and this Agreement will be deemed terminated without further notice if Customer fails to meet the Key Deadlines and provide the required information necessary for ACT to provide the Assessments and Services, as indicated in the Supplemental Terms and Conditions. Customer shall pay ACT for all Assessments and Services delivered through the date of 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.

16. 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, the Agreement may be terminated by either party upon notice to the other.

17. 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.

18. 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.

19. 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.

20. 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.

21. U.S. Government End Users. The ACT taken online is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire The ACT online system with only those rights set forth herein.

22. Entire Agreement. This Agreement, including all incorporated or referenced Supplemental Terms and Conditions and Customer's Enrollment Form, constitutes the entire agreement between the parties with respect to the Assessments and Services 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 and Services. Except as may be incorporated in a Supplemental Terms and Conditions, ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. Certain Assessments and Services may be subject to additional or different terms and conditions, which are set forth in the Supplemental Terms and Conditions. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

23. 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; or (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. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: General Counsel. All notices to Customer shall be sent to the address provided by Customer in the Enrollment Form.

24. Customer Authorization. The Customer's named representative placing this Order, and agreeing to the terms and conditions, represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is (are) authorized to do so.

ACT, Inc.

TULSA HONOR ACADEMY HIGH SCHOOL

Signature: _____

Name: C. Blake Curwen

Title: Vice President

Date:

Signature: _____

Name: Amanda Yuen

Title: Chief operations officer

Date:

PreACT® Secure District Testing Program Supplemental Terms and Conditions

1. PreACT Secure District Testing. ACT will support the Customer's administration of the PreACT Secure assessments to its eligible students. Under this Agreement "PreACT Secure" is used to refer to online PreACT assessments and paper-based assessments that include English, Mathematics, Reading and Science assessments, and score reports (collectively "Assessments and Services"). Customer may administer the PreACT Secure during the available Testing Windows selected by Customer on the Enrollment Form, or otherwise noted on the PreACT Secure District Testing Website available at: <https://success.act.org/s/article/PreACT-Secure-District-Testing-Details> ("Website"). The Website is periodically updated to provide information, and Customer is responsible for monitoring the Website regularly and complying with all requirements related to the Assessments and Services set forth on the Website. **Note:** PreACT Secure is different from PreACT 8/9 and 10, as the PreACT Secure Customer and Examinees will not receive a copy of the test booklet or answer document after scoring. Additionally, Customer may make certain choices regarding Customer reported testing irregularities which arise during the administration of the PreACT Secure Assessment.

2. State Embargo. To the extent Customer is a public school in a State that administers the PreACT Secure assessment pursuant to an agreement between ACT and a State education agency, Customer is ineligible to receive PreACT Secure District Testing services and this Agreement is null and void.

3. Test Windows. ACT will provide PreACT Secure Services for Customer for each Test Window selected by Customer in the ACT online registration system, conditioned upon Customer providing all required information and completing all required actions, as outlined in Section 5 herein.

4. Authorized Use of PreACT Secure Assessment Results. The PreACT Secure assessment, score reports, data, and results may only to be used for a purpose authorized by ACT, as described on the Website. Customer is required to check the Website regularly for updates regarding the Assessments and Services.

5. Services and Customer Required Actions. ACT will provide Customer with standard PreACT Secure Services, as more fully described on the Website, which may be updated from time to time. The Services will include test administration, scoring, and reporting services for PreACT Secure. Customer is responsible for regularly reviewing the Website to identify any changes to the Schedule of Events, Key Deadlines, and other customer required actions. To the extent Customer fails to complete any required actions by the Key Deadlines detailed on the Website, ACT will be unable to provide the Services to Customer for the selected Test Window and may terminate this Agreement or require Customer to reschedule for an alternate Test Window.

6. Fees and Invoicing.

- a. Customer Enrollment Determination. The fees owed by Customer for PreACT Secure Services provided will be based on the total number of PreACT Secure online assessments launched plus the total number of paper answer documents processed (collectively, the total "Enrollment"). If an examinee starts any one of the PreACT Secure sub-tests, it will count as an Enrollment, regardless of whether the entire PreACT Secure test is completed.
- b. Fee Calculation. ACT will charge Customer the Enrollment Fee per student, as indicated on the Enrollment Form, for the total Enrollment. To the extent the Enrollment Form does not reference the Enrollment Fee, or Customer orders an assessment option that is not available at a special rate, the applicable standard pricing/rates will apply. ACT standard pricing is available on the Website.
- c. Invoicing and Payment. ACT will submit an invoice to Customer for all Enrollment Fees owed under this Agreement after scoring is complete. The invoice will reflect the Fee Calculation. Customer shall make payment as set forth in the Payment Terms. ACT is not obligated to provide any credits or refunds, including but not limited to refunds or credits for the difference between the Enrollment and the number of scores provided.

Purchase Order Register

Options: Year: 2022-2023, Fund: General Fund, Date Range: 1/13/2023 - 2/23/2023

PO No	Date	Vendor No	Vendor	Description	Amount
273	01/17/2023	1430	ASHLY J REYES CARRANZA	fingerprint reimbursement	58.25
274	01/17/2023	1432	LORENA RAY	fingerprint reimbursement	58.25
275	01/17/2023	1431	CHAD A KILLS CROW	fingerprint reimbursement	58.25
276	01/17/2023	1433	MAGDALENA RODRIGUEZ	fingerprint reimbursement	58.25
277	01/17/2023	1438	HAZELDEN PUBLISHING	peer mentoring curriculum	814.00
278	01/17/2023	1204	College Board	conference fee for Prepare advising conference	570.00
279	01/17/2023	1019	Prosperity Bank	travel fees related to Prepare conference	600.00
280	01/17/2023	1320	Samantha Anne Markley	travel reimbursement for Prepare conference	175.00
281	01/19/2023	1417	OK Assn for Pers. in Supported Emp	Oklahoma Transition Institute Registration	75.00
282	01/20/2023	1066	EdTech Logistics LLC	E-rate consulting for Funding Year 2023	1,800.00
283	01/20/2023	1172	DavCo Mechanical, LLC	semi annual HVAC preventative maintenance	3,570.00
284	01/26/2023	1204	College Board	PSAT scholar test fees	288.00
285	01/31/2023	699	Wired! Technology Services	keyboard replacement	32.00
286	01/31/2023	816	Amazon Capital Services	classroom and teacher workroom supplies	2,000.00
287	02/02/2023	1019	Prosperity Bank	travel for School visits for Middle School PD	6,000.00
288	02/07/2023	1204	College Board	Prepare conference fee	570.00
289	02/07/2023	1320	Samantha Anne Markley	reimbursement for travel costs for conference	150.00
290	02/07/2023	1288	Perla A Alvarado	mileage for college readiness event travel	300.00
291	02/07/2023	632	Tulsa Public Schools	field trip transportation for college signing day	4,000.00
292	02/07/2023	1441	JARED J BARNETT	fingerprint reimbursement	58.25
293	02/07/2023	1445	GIA A SMITH	fingerprint reimbursement	58.25
294	02/07/2023	1444	LISA A RICHARDSON	fingerprint reimbursement	58.25
295	02/07/2023	1442	NOREHAN ABBIS	fingerprint reimbursement	58.25
296	02/07/2023	1446	Kelly L DeLameter	fingerprint reimbursement	58.25
297	02/07/2023	1443	ALEX MOLINA	fingerprint reimbursement	58.25
298	02/08/2023	604	Townsend Marketing	additional uniform orders for scholar needs	18,000.00
299	02/08/2023	1057	VIZAVANCE	vision screening fee for scholars	200.00
300	02/09/2023	1008	8x8, INC.	phone line in counselor's office	97.75
301	02/10/2023	604	Townsend Marketing	Soccer Jerseys	1,000.00
302	02/13/2023	1394	J.W. Pepper & Son, Inc.	Sheet Music/ Grant Reimbursable	350.00
303	02/14/2023	1023	Goose & Gander	College Signing Day video and photos	5,974.00
304	02/14/2023	1118	SUMMIT FIRE AND SECURITY	Fire alarm, sprinkler, and hood inspections	1,670.00
305	02/14/2023	816	Amazon Capital Services	Ukulele Books for Grant Reimbursement	311.76

Purchase Order Register

Options: Year: 2022-2023, Fund: General Fund, Date Range: 1/13/2023 - 2/23/2023

PO No	Date	Vendor No	Vendor	Description	Amount
306	02/14/2023	816	Amazon Capital Services	art supplies - OK Arts Council grant refundable	385.00
307	02/15/2023	1447	ROBERT COUNCIL JOHNSON	Referee for Basketball Game	50.00
308	02/16/2023	787	Elsie P Urueta	reimbursement for Feb School Visits travel costs	1,500.00
309	02/16/2023	1147	Kansas Power School User Group	3 day PowerSchool User Conference fee for 2	600.00
310	02/17/2023	1276	Pioneer Fence Co, Inc.	fix Sheridan Campus fence	1,000.00
311	02/17/2023	926	Standley Systems	Copy Supplies	1,000.00
312	02/17/2023	1453	NICOLLETTE SMITH	OC Basketball Game	75.00
313	02/17/2023	1454	ANTHONY DANIELS	OC Basketball Ref	75.00
314	02/21/2023	816	Amazon Capital Services	PE Equipment	1,036.43
315	02/23/2023	1455	GREENWOOD RISING, INC.	After School Expand. Learn. field trip -559 Grant	250.00
316	02/23/2023	816	Amazon Capital Services	Project 723 COVID prevention supplies	5,000.00
317	02/23/2023	1168	Crisis Prevention Institute, Inc.	crisis prevention training for school leadership	134.97
Non-Payroll Total:					\$60,236.41
Payroll Total:					\$21,614.94
Report Total:					\$81,851.35

Change Order Listing

Options: Fund: General Fund, Year: 2022-2023, ReferenceDate: PO Approval Date, Date Range: 7/20/2022 - 2/24/2023,
Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
3	07/08/2022	1019	Prosperity Bank	Purchases made that did not accept PO	-420.39
4	07/14/2022	982	Project Lead the Way	Computer Science - Supplies	3,200.00
6	07/14/2022	816	Amazon Capital Services	Office and Shared Staff Supplies for CSP	15,000.00
8	07/14/2022	1336	Mid-town Electric Inc.	additional 208v receptable for FMS copier	1,115.00
14	07/14/2022	926	Standley Systems	Copier supplies- Staples	-888.00
17	07/14/2022	1307	Carolina Biological Supply Company	OpenSciEd materials and digital access	629.85
18	07/14/2022	816	Amazon Capital Services	Math manipulatives for classroom instruction.	85.38
21	07/14/2022	816	Amazon Capital Services	Classroom Materials, PE Equipment, Storage	1,937.72
29	07/18/2022	1371	CTBook Holdings LLC	ELA curriculum books	845.73
30	07/18/2022	816	Amazon Capital Services	ELA curriculum materials	10.21
33	07/18/2022	1019	Prosperity Bank	network office supplies	2,536.90
34	07/18/2022	926	Standley Systems	staples for copier	-1,894.00
35	07/18/2022	1309	Jostens Inc.	2022-2023 Scholar Agendas	1,105.00
				Non-Payroll Total:	\$23,263.40
				Payroll Total:	\$3,444,357.83
				Report Total:	\$3,467,621.23

ARP/ESSER III PLAN

INTRODUCTION

As we all know, the COVID-19 pandemic has devastated our community on a local, state, national, and even global level. Now we must grapple with all of the day to day changes this virus has forced upon us and try to find our new “normal.” We also recognize that we owe it to our scholars and families that we do not let these challenges hold us back from fulfilling our mission: to equip all scholars with the academic skills, content knowledge, and ethical character required for college graduation and life success. Despite all of these challenges, still, we must rise. Thus, we are committed to delivering a high quality education despite the current conditions with which we are faced.

Simultaneously, we must create a safe learning and working environment for our scholars, families, and staff. The health of our community must remain at the forefront of every decision made.

In response to additional funds made available through ESSER/ARP III funds, Tulsa Honor Academy has developed this plan to purposefully allocate funds to support our mission and vision and the requirements of the funding. In doing so, we consulted with relevant stakeholders, including scholars, families, school and district staff.

With the prospect of additional funding through ESSER, THA is prioritizing the following:

- Scholar academic needs, particularly to address potential learning loss and the needs of low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care
- Maintaining the operation of and continuity of services
- Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students
- Improving indoor air quality

The THA ARP/ESSER Plan is broken up into five sections:

1. [Prevention and Mitigation Strategy Fund Use](#)
2. [Learning Loss Fund Use](#)
3. [Other Fund Use](#)
4. [Impact of Response to Needs](#)

PREVENTION AND MITIGATION STRATEGY FUND USE

Preventing and mitigating community spread are at the forefront of THA's ARP/ESSER plan. In particular, as the CDC and education authorities encourage a model with full in-person instruction, it is of utmost importance to identify ways to prevent or mitigate the spread of COVID-19 with the resources available to us under the current guidance and law.

Examples of ways we plan to spend the funding to prevent and mitigate COVID-19 are below:

- Enhanced air circulation equipment
- Regular disinfection of buildings
- Kitchen equipment to minimize movement and contact of food
- Building improvements to allow for greater distancing

LEARNING LOSS FUND USE

At the forefront of THA's mission are academic achievement and closing the opportunity gap. As such, at least 20% of our formula funds will be dedicated to address the academic impact of lost instructional time through the implementation of evidence-based interventions.

While an extended school day is a common intervention, THA already has an extended school day and school year in its model. As a result, most interventions are geared toward school day interventions. Those include:

- Providing course recovery programs;
- Additional curriculum, including social emotional curriculum;
- Additional Teacher Apprentice positions for substitute and interventions support;
- Operations Associates to aid in monitoring attendance, translation and interpretation services, and assisting scholar families;
- An additional College Readiness Advisor to ensure scholars are meeting the requirements and deadlines for post-secondary educational opportunities;
- English Language Development staff to provide high quality services to English learners;
- Counselors to support with mental health and social emotional needs; and
- Stipends for approved teacher training, such as Advanced Placement, to accelerate student learning

OTHER FUND USE

Additionally, upon examining the need of the district and the community, Tulsa Honor Academy has identified these additional uses, consistent with the uses authorized in section 2001(e)(2) of the ARP Act. These include but are not limited to the following:

- Retention stipends for staff members to support the ongoing operations and high-quality instruction to meet scholar needs related to disruptions resulting from COVID-19
- Technology, including Chromebooks and chargers, TVs, doc cams
- Substitute teachers
- Leadership coaching
- Software: Ellevation ELD monitoring, GoGuardian Chromebook monitoring, Ident-a-kid visitor management
- Arts teachers
- Federal grants coordinator
- Professional developing, including travel
- Credit recovery teacher
- Chief Academic Officer

IMPACT OF RESPONSE TO NEEDS

Finally, Tulsa Honor Academy will monitor progress throughout the cycle of the ARP/ESSER funds to identify the impact or effectiveness of the use of funds, particularly as they respond to the academic, social, emotional and mental health needs of students, and particularly those students disproportionately impacted by COVID-19, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care and migratory students.

Examples of ways that we will continue to monitor are below:

- Review of norm-referenced test scores, disaggregated by subgroup
- COVID-19 case tracking
- Data from in-school counseling
- Surveys of scholars, families, and staff
- Family check-ins with advisors

In addition to reviewing data for all scholars as described above, we will enact a number of additional measures to ensure the implemented interventions respond to the needs of specific subgroups:

- English Learners: Our English Language Development team will closely monitor English learners, particularly through reviewing grades for all English learners and monitoring ELD services closely.

We will also work with our bilingual staff members and interpretation services to best understand and respond to the needs of families of English learners.

- **Scholars with Disabilities:** Our Student Supports team will monitor the grades of all scholars with disabilities and work closely with general education teachers and our leadership team to adjust interventions, as needed.
- **Homeless Scholars:** Our operations team will continue to monitor attendance, and in partnership with our counseling services, identify areas of concern, particularly for scholars experiencing homelessness, and our homeless liaison will work closely with scholars and families experiencing homelessness. to identify any additional support needed. We may also prioritize utilizing Project 723 funds for wraparound services for scholars impacted by COVID-19.
- **Scholars in Foster Care:** Our operations team will continue to monitor attendance, and in partnership with our counseling services, identify areas of concern for scholars in foster care. Our counseling services will identify any additional support needed for scholars identified in these areas. We may also prioritize utilizing Project 723 funds for wraparound services for scholars impacted by COVID-19.
- **Migratory Scholars:** Our operations team will continue to monitor attendance, and in partnership with our counseling services, identify areas of concern for migratory scholars. Our counseling services will identify any additional support needed for scholars identified in these areas. We may also prioritize utilizing Project 723 funds for wraparound services for scholars impacted by COVID-19.
- **Scholars of Color:** A majority of our scholars fall into this category, and our school leadership team will closely monitor interventions for all scholars while also disaggregating for race.
- **Low Income Scholars:** More than 90% of our scholars generally fall into this category, and we may prioritize utilizing Project 723 funds for wraparound services for scholars impacted by COVID-19. Our school leadership team will closely monitor interventions for all scholars while also disaggregating for low-income.

Our counseling team will also review each referral to identify whether trends exist among groups that are disproportionately affected by COVID-19.

Activity Fund Deposits					Cleared Activity Fund Expenditures			
Description	Date	Project Code	Total		Description	Date	Project Code	Total
December 2022 Carryover	1/1/23		\$2,279.75		Steve Lozano-DJ at homecoming	01/10/23	802	\$360.00
					Ashia Wortham-reimbursement	01/30/23	802	221.93
-	-		\$0.00		Total Cleared Expenditures			\$581.93
-	-		\$0.00					
Total January Deposits			\$2,279.75					
Total January Expenditures			-\$581.93					
End of Month Balance			\$1,697.82					
					Subaccount	Amount		
					801 THA HIGH SCHOOL	\$335.00		
					802 THA HS STUDENT COUNCIL	\$1,362.82		
					830 THA MIDDLE SCHOOL			
					861 FLORES MS STUDENT COUNCIL			
					862 FLORES MIDDLE SCHOOL ATHLETICS			
					863 FLORES MIDDLE SCHOOL CLUBS			
					898 STAFF FUND			
					899 GENERAL FUND REFUND			