



BOARD OF DIRECTORS MEETING AGENDA

TUESDAY, MAY 16, 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.

Posted on: May 15, 2023 at 4:45 PM

Posted by: Madison Curley

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
Samantha Aponte

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	5:30 PM
2	-	Roll Call		Cynthia Jasso, Board Chair	5:31 PM
3	VOTE	Approval of Consent Agenda a) May Meeting Agenda b) April Meeting Minutes c) April Financial Report d) Routine Staffing Items e) Approval of ParentSquare Contract f) Approval of Wengage Contract g) Approval of Keystone Contract h) Approval of OCAS Contracts (990 and treasurer and payroll)	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) Regular financial reporting enables appropriate board oversight. d) Routine personnel actions	Cynthia Jasso, Board Chair	5:32 PM

			<p>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>e) ParentSquare is our communication platform used to quickly communicate with families in their preferred home language.</p> <p>f) Wengage is Tulsa Honor Academy's accounting system. THA and its treasurer have used MAS for several years. This year, we're adding Employee Document Management to manage required paperwork.</p> <p>g) This is a renewal of our food service contract with Keystone Food Services, accounting for an allowed increase of 8.8% based on the Consumer Price Index.</p> <p>h) Oklahoma Consulting & Accounting Services, LLC has partnered with THA for several years. This contract is for treasurer services, limited payroll services, and 990 completion with the intent of bringing accounts payable and data entry for payroll in house.</p>		
4	INFO	Progress on Permanent Facility		Amanda Yuen, COO Kyle Rudolph, Link Group Tyler Baier, Level Field	5:33 PM
5	VOTE	Approval of 2023-2024 Staff Handbook	Annually, the board approves the staff handbooks, which contains a variety of policies and procedures related to THA staff.	Amanda Yuen, COO	5:45 PM
6	VOTE	Approval of 2023-2024 Scholar and Family Handbook	Annually, Tulsa Honor Academy updates the Scholar and Family Handbook and brings it to the board for review.	Elsie Urueta Pollock, CEO Kate Freudenheim, CAO	5:55 PM
7	VOTE	Approval of TLAC - Reading Reconsidered Curriculum License Agreement	This ELA curriculum is better aligned to the level of academic rigor for which THA strives. It has documented success with many schools similar to ours which serve scholars with similar demographics to ours.	Elsie Urueta Pollock, CEO Kate Freudenheim, CAO	6:10 PM
8	VOTE	Approval of PowerSchool	This is the standard PowerSchool	Elsie Urueta Pollock, CEO	6:15 PM

		(Naviance)	contract with the Naviance (the software for tracking college applications and processes for seniors) service. This year it includes alumni tracking services.		
9	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	6:20 PM
10	INFO	Review of Activity Fund Report		Elsie Urueta Pollock, CEO	6:25 PM
11	INFO	Budget Overview		Amanda Yuen, COO	6:30 PM
12	INFO	Committee Reports -Executive -Governance -Finance -Development -Academic Achievement		Committee Chairs	6:40 PM
13	-	New Business		Cynthia Jasso, Board Chair	6:55 PM
14	-	Adjourn		Cynthia Jasso, Board Chair	7:00 PM



BOARD OF DIRECTORS MEETING MINUTES

TUESDAY, APRIL 18, 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)
Ryan Myers (Treasurer)
Ivan Godinez-Reyes
Ben Stewart
John Gawey
Omare Jimmerson
Ana Ponce
Ashley Chaney
Samantha Aponte

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 regular meeting of the Board of Directors of Tulsa Honor Academy was held on Tuesday, April 18, 2023 commencing at 5:31 PM at THA's Sheridan Campus located at 1421 S. Sheridan Rd.
2	-	Roll Call	PRESENT: Cynthia Jasso Dr. Anna Montgomery Ivan Godinez-Reyes Ana Ponce Ryan Myers ABSENT: John Gawey Omare Jimmerson Ashley Chaney Samantha Aponte Ben Stewart
3	VOTE	Approval of Consent Agenda a) April Meeting Agenda b) March Meeting Minutes c) March Financial Report d) Routine Staffing Items	A motion was made by Ivan Godinez-Reyes to approve the consent agenda with amendments to move item D to the action agenda and remove line Item 11 from the action agenda. The motion was seconded by Dr. Anna Montgomery.

		e) Approval of Green Country Workforce Terms and Conditions f) Approval of Schoolmint Grow Agreement g) Approval of Renaissance Quote h) Approval of Investment Advisor Agreement for 401k	The motion passed. AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Ana Ponce, Ryan Myers NAY: ABSTAIN: ABSENT: John Gawey, Omare Jimmerson, Ashley Chaney, Samantha Aponte, Ben Stewart
4	INFO	Progress on Permanent Facility	Kyle Rudolph and Tyler Baier provided an update on the progress on the permanent facility.
5	INFO	Change Management Progress	Kuma Roberts provided an update on THA's progress regarding change management and THA's Organizational Climate & Culture Assessment (OCCA).
6	VOTE	Approval of 2023-2024 Academic Calendar	A motion was made by Ryan Myers to approve Item 6 and the motion was seconded by Dr. Anna Montgomery. The motion passed. AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Ana Ponce, Ryan Myers NAY: ABSTAIN: ABSENT: John Gawey, Omare Jimmerson, Ashley Chaney, Samantha Aponte, Ben Stewart
7	VOTE	Approval of 2023-2024 Scholar and Family Handbook	A motion was made by Dr. Anna Montgomery to table Item 7 and the motion was seconded by Ivan Godinez-Reyes. The motion passed. AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Ana Ponce, Ryan Myers NAY: ABSTAIN: ABSENT: John Gawey, Omare Jimmerson, Ashley Chaney, Samantha Aponte, Ben Stewart
8	VOTE	Approval of FY 23-24 Application for Temporary Appropriations	A motion was made by Ryan Myers to approve Item 8 and the motion was seconded by Dr. Anna Montgomery. The motion passed. AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Ana Ponce, Ryan Myers NAY: ABSTAIN: ABSENT: John Gawey, Omare Jimmerson, Ashley Chaney, Samantha Aponte, Ben Stewart

9	VOTE	Approval of New and Modified General Fund and Gift Fund Encumbrances	<p>A motion was made by Dr. Anna Montgomery to approve Item 9 and the motion was seconded by Ana Ponce.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Ana Ponce, Ryan Myers</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: John Gawey, Omare Jimmerson, Ashley Chaney, Samantha Aponte, Ben Stewart</p>
*	VOTE	Routine Staffing Items (moved from consent agenda to action item agenda)	<p>A motion was made by Ivan Godinez-Reyes to approve Routine Staffing Items and the motion was seconded by Ana Ponce.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Ana Ponce, Ryan Myers</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: John Gawey, Omare Jimmerson, Ashley Chaney, Samantha Aponte, Ben Stewart</p>
10	INFO	Review of Activity Fund Report	Elsie Urueta Pollock, CEO, shared an update about upcoming activity fund uses.
11	INFO	Review of Special Education Secondary Transition-Indicator 13 Progress	This item was removed from the agenda.
12	INFO	Review of Anticipated Updates to Staff Handbook	Amanda Yuen, COO, shared an update about anticipated updates to the Staff Handbook and the process for the board providing feedback prior to the item being listed on an upcoming agenda for approval.
13	INFO	Review of Board Dashboard	The Executive Leadership Team reviewed academics, financial sustainability, mission and climate goals.
14	INFO	Committee Reports -Executive -Governance -Finance -Development -Academic Achievement	Madison Curley, Director of External Affairs & Communications, provided an update about THA's annual fundraiser, College Signing Day.
15	-	New Business	No new business was discussed.
	-	Adjourn	The meeting was adjourned at 7:27 PM.

TULSA HONOR ACADEMY
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - CASH BASIS
APRIL 30, 2023

	General Fund	Gift Fund	Totals
Assets			
Cash	\$ 3,593,933.51	1,313,799.60	4,907,733.11
Total Assets	<u>3,593,933.51</u>	<u>1,313,799.60</u>	<u>4,907,733.11</u>
Liabilities			
Outstanding Warrants	262,505.48	205,988.39	468,493.87
Reserves	8,246.36		8,246.36
Total Liabilities	<u>270,751.84</u>	<u>205,988.39</u>	<u>476,740.23</u>
Unrestricted Net Assets	3,323,181.67	1,107,811.21	4,430,992.88
Total Net Assets	<u>\$ 3,323,181.67</u>	<u>1,107,811.21</u>	<u>4,430,992.88</u>

SEE ACCOUNTANT'S COMPILATION REPORT

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

	Source Codes	2022-23 Budgeted	2022-23 4/30/2023	% of YTD to Budj.	2021-22 Actual	2021-22 4/30/2022	% of YTD to Actual
<u>Revenue</u>							
Miscellaneous Reimb.	1590	\$ 15,000.00	438,860.38	2925.7%	164,139.64	96,262.22	58.6%
Gifts and Donations	1610	1,280,000.00	320,350.00	25.0%	1,643,342.47	1,638,342.47	99.7%
Grants/District Contracts	1650			N/A	2,845.00	2,845.00	100.0%
Uniforms	1692	57,250.00	66,662.57	116.4%	61,177.19	60,944.10	99.6%
Student Lunches	1710	17,175.00	2,543.51	14.8%			N/A
Adult Lunches	1730		1,179.75	N/A	314.34	225.68	71.8%
Foundation & Incentive Aid	3210	6,836,779.00	6,074,085.62	88.8%	5,196,723.43	4,286,476.13	82.5%
Flexible Benefit	3250	853,637.00		0.0%	556,553.40	450,808.25	81.0%
State Textbook Allocation	3420	53,811.00	51,117.35	95.0%	61,501.32	61,501.32	100.0%
Redbud School Funding Act	3435	377,850.00	22,416.99	5.9%	207,078.81	117,212.06	56.6%
Other Misc	3690			N/A	5,258.87	5,258.87	100.0%
State Reimbursement CNP	3720		2,314.69	N/A	1,728.12	864.06	50.0%
Title I	4210	352,350.00	24,042.34	6.8%	178,180.04	140,400.47	78.8%
Title I-Prior Year	4210	-	18,664.74	N/A	35,166.84	35,166.84	100.0%
Title II-Part A (Transferability)	4271	32,000.00	42,990.09	134.3%	33,222.89	33,222.89	100.0%
Special Education - Flowthrough	4310	101,000.00	34,621.43	34.3%	70,133.59	-	N/A
Special Ed - Flowthrough Prior Year	4310		55,627.06	N/A	11,844.54	11,844.54	100.0%
Title IV, Part A Student Supp	4442	14,000.00	14,073.29	100.5%	14,219.16	14,219.16	100.0%
OSPRC Charter School Grant	4462	-	631,121.19	N/A	265,201.08	265,201.08	100.0%
ESSER/Other Federal Sources	4689	938,157.18	102,329.31	10.9%	88,705.08	35,676.62	40.2%
ESSER/Other Federal Scs Prior Year	4689	558,842.82	558,842.82	100.0%			
NSLP Cares	4705-6		32,984.51	N/A	63,413.42	62,285.00	98.2%
Federal Lunches	4710	897,772.00	455,928.29	50.8%	422,902.74	253,838.01	60.0%
Federal Breakfasts	4720		84,481.68	N/A	94,205.12	61,178.94	64.9%
Correcting Entry	5600		340.00		880,775.53		N/A
Total revenue		12,385,624.00	9,035,577.61	73.0%	10,058,632.62	7,633,773.71	75.9%
Cash fund balance (beginning)	6110	1,746,880.01	1,934,149.12		1,767,739.96	1,767,739.96	100.0%
Lapsed Approp/Estopped Warr.	6130-6140	-			24,344.90		N/A
Total revenue and beg. balance		14,132,504.01	10,969,726.73		11,850,717.48	9,401,513.67	79.3%
<u>Expenditures</u>							
	Object Codes						
Payroll	100-200	7,439,097.00	4,722,794.71	63.5%	5,107,996.82	4,054,901.37	79.4%
Non-payroll	300-900	5,221,156.00	3,426,594.79	65.6%	4,995,840.65	2,813,346.89	56.3%
Total expenditures		12,660,253.00	8,149,389.50	64.4%	10,103,837.47	6,868,248.26	68.0%
Ending Balance		\$ 1,472,251.01	2,820,337.23		1,746,880.01	2,533,265.41	145.0%

New Hires

Name	Hire Date	Primary Location	Position	Salary
Sharonda Davis	5/1/23	Network Office	Temporary Full-Time Operations Associate - Student	\$15.65/hr
Josh Kuch	5/1/23	THA High School	Substitute Teacher	\$140/day
Keshia Latham	5/8/23	Network Office	Executive Assistant	\$6,665.32
Kimberly Silva	5/1/23	THA Middle School	Operations Coordinator	\$6,470.46

Resignations/Terminations

Name	Hire Date	Final Date	Position
Selena Obregon	9/6/22	5/19/2023	Paraprofessional
Sara Blakley	10/24/22	5/4/2023	Instructional Manager
Melanie Burgess	11/7/22	5/19/2023	Teacher

Stipends

Name	Position	Stipend
Evelyn Moore	After School Monitor	\$900.00
Jonathan Garcia-Mondragon	Summer Tutorials Principal	\$2,200.00
Kerry Bonaparte	Soccer Coach	\$900.00
Andrew Birt	Late Bus Duty	\$300.00



CONTRACT COVERSHEET

DIRECTIONS

For all contracts that go before the board for approval, please complete this coversheet and attach it to the front.

BASIC INFORMATION

Vendor: Parent Square

Description of service: communication platform software used to quickly communicate with families

Jurisdiction or Governing Law: _____

Term of contract: July 1, 2023 - June 30, 2024

Funding Source: general

Total Cost: \$922

THA Signer: Elsie Urueta

*Note that the legal name listed should be Tulsa Honor Academy, Inc. or THA Facilities, LLC

☒ **Termination Clause:** The contract has a termination clause.

Number of days for termination notice: 30 day from written notice of breach any time w/ payment for current term

☒ **Term:** The term is one year or less or has a termination clause with no early termination fees.

☒ Term is within this fiscal year (preferable)

☐ Term is one year but crosses fiscal years

☐ Term is multi-year and with termination clause

☐ **Clarity:** The contract terms and deliverables are clear. Add any necessary context here: _____

NOTES FROM THA STAFF

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

ParentSquare has been integral in the school-home communication, particularly with translation, appointments, & private messaging

renewal



TULSA HONOR ACADEMY CHARTER, OK - July 2023 Renewal


Pricing Term Start Date: July 1, 2023 | **Pricing Term End Date:** June 30, 2024 | **Quote Create Date:** March 16, 2023 | **Reference:** 20230316-163528150

TULSA HONOR ACADEMY CHARTER, OK - 4000792
209 S Lakewood Ave
Tulsa, OK 74112
United States

Elsie Urueta Pollock
Executive Director
eurueta@tulsahonor.org

Comments

Josie Zaber - ParentSquare, Inc.



Products & Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Engage Premium • Urgent Alerts • Personalized Auto Notices • Secure Documents	July 1, 2023	12	1,128	\$5.25 / year	\$5,922.00 / year for 1 year

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
<ul style="list-style-type: none"> • Social Media & Website Share • Attendance Notifications • Posts & Newsletters • Classroom Communications • Direct Messaging • StudentSquare • Appointments • Volunteering & Sign Ups • Volunteer Hours • Directory • Forms & Permission Slips • Calendar & Event RSVPs • Health Screening • Invoices & Payments • Polls & Surveys • Community Groups • Fundraising • Resource Hub • SIS Integrations w/ SSO • Analytics & Reporting • Archiving • Mobile App & Web Portal • Language Translation 					
Annual subtotal					\$5,922.00
Total					\$5,922.00

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Elsie Urueta Pollock

eurueta@tulsahonor.org

Verify to sign

This quote expires on May 15, 2023

Purchase terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing up to 5% each annual period.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

StudentSquare Consent -- Pursuant to Children's Online Privacy and Protection Act ("COPPA"), ParentSquare relies on the School's consent on behalf of students in order to allow those under 13 years of age to use our services.

Questions? Contact me



Josie Zaber

josie.zaber@parentsquare.com

ParentSquare, Inc.

PO Box 841604,
Los Angeles, CA 90084-1604
United States

[Download Our New Report \(https://www.parentsquare.com/engage/benchmark-survey-whats-working-for-school-communication-and-engagement/\)](https://www.parentsquare.com/engage/benchmark-survey-whats-working-for-school-communication-and-engagement/)



ParentSquare



(<http://www.parentsquare.com>)

Get a Demo
(<http://www.parentsquare.com/demo-signup>)

Sign In
(<https://www.parentsquare.com/signin>)

ParentSquare School Agreement

Last Updated: December 8, 2022

Terms of Use (<http://www.parentsquare.com/terms>)

Privacy Policy (<http://www.parentsquare.com/privacy>)

School Agreement (<http://www.parentsquare.com/agreement>)

This School Agreement describes the terms and conditions of the services offered by ParentSquare, Inc. ("ParentSquare", "we", "us" or "our") accepted by School (as defined below).

The entire agreement between the parties consists of (1) this School Agreement, (2) the Order Form, and (3) any separate written agreement signed by the parties (collectively, the "Agreement").

Any capitalized term used but not defined in this School Agreement will have the meaning set forth in the Order Form. In the event of any conflict between this School Agreement and the Order Form, the Order Form will prevail. In the event of any conflict between this School Agreement and any separate written agreement signed by the parties, the separate written agreement will govern to the extent of the contradiction.

1. Definitions

In addition to the terms defined in the body of this School Agreement, the following terms have the following meanings:

"Applicable Laws" means all laws, statutes, rules and regulations that are applicable to the provision or use of School Data or the use of the Subscription Service.

"Non-ParentSquare Applications" means any software, subscription service or other application that interoperates with the Subscription Service, whether provided by you or a third party. Non-ParentSquare Applications do not include any software, subscription service or other application that we provide as part of the Subscription Service.

"Order Form" means the order form that is executed by the parties and that references this School Agreement.

This website uses cookies to optimize your user experience. [Privacy Policy](https://www.parentsquare.com/privacy/) (<https://www.parentsquare.com/privacy/>)
 "Privacy Policy" means the ParentSquare Privacy Policy found at <https://www.parentsquare.com/privacy/> (<https://www.parentsquare.com/privacy/>).



"School", "you" or "your" means the school, school district or organization that will be using the Subscription Service. If you are a school district, then the term "School" includes all schools that are members of the school district and served by the school district that will be using the Subscription Service.

"School Data" means all data, including all personal information about Users, as described in the Privacy Policy, that is provided to ParentSquare by, or on behalf of, School through School's use of the Subscription Service.

Get a Demo
(<http://www.parentsquare.com/demo-signup>)

Sign In
(<https://www.parentsquare.com/signin>)

"Service(s)" means the Subscription Service and all other products, installation, professional development services, support services, training services, and other services and applications made available by us from time to time that are paid for by you.

"Subscription Service" means the school-home communications platform(s) offered by us on a subscription basis through our website or mobile application.

"Subscription Term" means the initial term of your subscription to the Subscription Service, as specified on the Order Form, including any pilot term, and each subsequent renewal term (if any).

"Terms of Use" means the ParentSquare Terms of Use found at <https://www.parentsquare.com/terms/> (<https://www.parentsquare.com/terms/>).

"Users" means your administrators, staff and teachers, your students and parents and/or guardians, and any other persons whom you allow to use the Subscription Service.

2. Services

2.1 Service Activation. The Subscription Service will start at the beginning of the Subscription Term. We may provide you onboarding Services to activate your subscription, and you will cooperate with us in completing the onboarding Services.

2.2 Access to Subscription Service. During the Subscription Term, we will provide you and your Users access to use the Subscription Service on a subscription basis as described in the Agreement, the Privacy Policy and the Terms of Use. We may make reasonable changes to the Subscription Service from time to time.

2.3 Support and Availability. During the Subscription Term, we will provide you with standard support for the Subscription Service at no additional charge, and will use our reasonable efforts to keep the Subscription Service available 24 hours a day, 7 days a week, except as necessary for system maintenance or upgrades, which we will use our reasonable efforts to conduct outside of normal school hours to minimize disruption.

2.4 Safeguards. During the Subscription Term, we will maintain reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of the Subscription Service, including reasonable data backups. We will not be liable for any liabilities arising from your or your Users' use of the Subscription Service over the Internet or other networks outside our control.

2.5 General Use. You will ensure that all access and use of the Subscription Service by you and your Users is subject to and in compliance with the Agreement and the Terms of Use.

2.6 Accuracy of School Data. During the Subscription Term, you will use your best efforts to provide us with complete and accurate School Data. We will not be liable for any damages resulting from incorrect or incomplete School Data. You will also be responsible for adding any content for use with the Subscription Service.

2.7 Compliance with Applicable Laws. You represent, warrant and covenant that (a) you are and will remain in compliance with the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights to Privacy Act ("FERPA") and applicable Privacy Policies (<https://www.parentsquare.com/privacy/>) and (b) you have obtained the informed consent of the parents or guardians of all children under 13 years of age to use the Subscription Service.



Subscription Service, (b) your disclosure of any information to ParentSquare, and our use of such information subject to the restrictions of the Agreement, does not and will not violate any Applicable Law, including COPPA and FERPA, (c) you are and will remain in compliance with all Applicable Laws pertaining to third party copyright or trademark rights, including as to any text, graphics, photos or other material that you might upload or transmit through the Subscription Service, and (d) you have met all contractual, regulatory and legal requirements in providing, and using, School Data, including obtaining necessary consent to send notifications to all Users, including texts and voice messages (if applicable), and we will not be liable for any additional charges that may be incurred for receiving notifications, such as phone call fees, text message fees or data fees.

Get a Demo
(<http://www.parentsquare.com/demo-signup>)

Sign In
(<https://www.parentsquare.com/signin>)

2.8 Other Restrictions. You may not (a) make the Subscription Service available to, or use the Subscription Service for the benefit of, anyone other than Users, (b) except as provided in the Order Form, sell, resell, license, sublicense, distribute, rent or lease the Subscription Service, include the Subscription Service in a service bureau or outsourcing offering, or make the Subscription Service available to any third party other than Users, (c) attempt to gain unauthorized access to the Subscription Service or its related systems or networks, (d) permit direct or indirect access to or use of the Subscription Service in a way that circumvents a contractual usage limit, or bypass or breach any security device or protection included in the Subscription Service, (e) copy the Subscription Service or any part, feature, function or user interface thereof, (f) use the Subscription Service to submit, collect, transmit, process or store any protected health information (as defined in the US Health Information Portability and Accountability Act), or (g) use the Service to distribute text messaging "spam," bulk unsolicited messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients who have not consented to such messages.

2.9 Non-ParentSquare Applications. We are not responsible for the operation or non-operation of the Non-ParentSquare Applications, and do not guarantee the continued availability of the Non-ParentSquare Applications or the continued interoperation of the Non-ParentSquare Applications with the Subscription Service. By linking any Non-ParentSquare Applications with the Subscription Service, you authorize us to provide or receive School Data with such Non-ParentSquare Applications provider, in each case solely as necessary for the interoperation of Non-ParentSquare Applications with the Subscription Service. We are not responsible for any use, transmission or loss of any School Data caused by any actions or omissions of you or the Non-ParentSquare Applications provider.

3. Changes to this School Agreement

We may make changes to this School Agreement, the Privacy Policy or the Terms of Use from time to time. If we make a material (determined by us at our discretion) change to this School Agreement, the Privacy Policy or the Terms of Use, we will inform you by email or notification on our website. If the change has a material adverse impact on you and you do not agree to the change, you must notify us in writing within forty-five (45) days after receiving notice of the change. If you notify us as required, then you will remain governed by the terms you had agreed to until the end of the then-current Subscription Term. If the Subscription Services are subsequently renewed, they will be renewed under our then-current School Agreement, Privacy Policy or Terms of Use, as applicable, unless otherwise agreed by the parties.

4. Intellectual Property Rights

4.1 Ownership. As between the parties and except for the right to use the Subscription Service granted by the Agreement, (a) you retain all right, title and interest, including all related intellectual property rights, in and to School Data, and (b) we retain all right, title and interest, including all related intellectual property rights, in and to the Services, including the Subscription Service and any work product developed by us under the Agreement. We retain all rights not expressly granted to you in the Agreement.

4.2 License Grant. Solely as necessary to fulfill our obligations and exercise our rights under the Agreement, you hereby grant to us a revocable, non-exclusive, royalty-free, fully paid-up, worldwide and sublicensable license to use School Data. Subject to the restrictions described in the Privacy Policy, we may share School Data with third parties in order to maintain and operate the Subscription Service.

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4.3 Feedback. If you provide us with any suggestions, information, ideas or other feedback concerning Subscription Service, we may use such feedback in perpetuity without obligation to you.



4.4 Domain Names. You are responsible to maintain ownership of your domain name(s), including any renewals. Upon your request, we will assist in the registration request. You are also responsible to abide by the terms and conditions of the domain name registry, including any domain name dispute policy.

5. Fees and Payment

(<http://www.parentsquare.com>)

5.1 Fees. You will pay all fees specified in the applicable Order Form. Except as otherwise set forth in the Order Form, (a) fees are based on the Service purchased and the then-current rates specified in the Order Form, (b) payment obligations are non-cancelable and fees paid are non-refundable, other than pursuant to Section 6.3 (Termination by You), (c) the purchased Service cannot be decreased during the applicable Subscription Term, and (d) fees are stated and payable in US Dollars.

5.2 Fees Increases. Due to factors such as inflation and product improvements, we may increase the overall or per unit fees for the Subscription Service by five percent (5%) for each annual period, or change the basis for the calculation of such fees. We will communicate any such increase or change to you no later than sixty (60) days prior to the end of the then-current term. In addition, if you pay us a flat rate based on a maximum number of students and you subsequently exceed that number of students, we may convert your payment structure to a per student rate and you will pay the then-current per student rate beginning at the next annual period of your subscription.

5.3 Payment. All amounts payable by you will be paid via electronic funds transfer (ACH, EFT or wire), check or credit card forty-five (45) days from the date of invoice. You will pay a three percent (3%) convenience fee on all credit card payments. You will pay interest on all past due amounts at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. If any part of an invoice is in dispute, you agree to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, and if you do not, you will be deemed to agree to such charges.

5.4 Taxes. You are responsible for the payment of all taxes (other than taxes on our net income) arising from the payment of fees or the provision of any Services under the Agreement.

5.5 Fees for Guest Users.

(a) Guest Users with Phone Numbers: You will receive a free number of guest users with phone numbers annually, set at ten percent (10%) of School's contracted student enrollment. Beyond the free threshold, you will be billed annually in the amount of \$300 (three hundred dollars) per thousand (1,000) guest users with phone numbers, rounded up to the nearest thousand (1,000), postpaid and invoiced annually. (b) Guest Users with Email: The number of free guest accounts with email is limited to ten times (10x) School's annual contracted student enrollment. If you exceed this usage limit, we may work with you to seek to reduce your usage so that it conforms to this limit. If, notwithstanding our efforts, you are unable or unwilling to abide by this usage limit, you will execute an Order Form for additional quantities of guest users with email promptly upon our request, and/or pay any invoice for excess usage.

6. Term and Termination

6.1 Term. The Agreement will initially remain in effect for the term set forth in the Order Form. After any such pilot or initial term, the Agreement will automatically renew for additional terms of a term equal to the longer of (a) one (1) year or (b) the length of the initial term (each known as a "Renewal Term"), unless a different renewal term is agreed upon by the parties or unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

6.2 Termination by Us. We may terminate the Agreement if you have not paid any applicable fee for any Services, or if you materially breach the Agreement or the Terms of Use and fail to remedy the breach within thirty (30) days of written notice of the breach.

6.3 Termination by You. You may terminate the Agreement if we materially breach the Agreement or the Terms of Use and fail to remedy the breach within thirty (30) days of written notice of the breach.

If you terminate for our material uncured breach, you will be entitled to a refund of your fees paid prorated for the remaining portion of the then-current term. You may also terminate the Agreement

OK



at any time for convenience, provided that you will be obligated to pay for any Services for the then-current term, including for any Services not yet provided.

6.4 Return or Destruction. We will destroy or return all School Data within sixty (60) days of the expiration or termination of the Agreement, unless otherwise required by law or we receive your request in writing that we retain certain School Data for a specific longer period of time. If you request a longer period of time, we will enter into a special data retention agreement, and there will be a fee for this Service. (<http://www.parentsquare.com>)

6.5 Effect of Termination. The definitions in the Agreement, and the rights, duties and obligations of the parties in the Agreement that by their nature continue and survive, shall survive any termination or expiration of the Agreement. (<http://www.parentsquare.com/demo-signup>) (<https://www.parentsquare.com/signin>)

7. Disclaimer of Warranties

You acknowledge that the Subscription Service is based on an Internet-based software platform and, as such, may experience periods of downtime, including due to scheduled maintenance and third party service outages. Accordingly, the Services are provided to you "AS IS" and without warranty of any kind, whether express, implied, statutory or otherwise, and we disclaim and exclude, to the maximum extent permitted by law, all other warranties, whether express, implied, statutory or otherwise, including non-infringement of third party rights, fitness for a particular purpose, merchantability, title and satisfactory quality.

8. Limitation of Liability

In no event will either party be liable under the Agreement for any special, incidental, consequential, exemplary or punitive damages of any kind arising out of or in any way connected with the use of the Subscription Service or anything provided in connection with the Agreement, the delay or inability to use the Subscription Service or anything otherwise arising from the Agreement, and in no event will either party's maximum aggregate liability arising from or relating to the Agreement, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), exceed fees paid or payable to us by you in the twelve (12) month period immediately preceding the event giving rise to liability.

9. Publicity

You agree that we may include School's name or brand features, including School's name and logo, in a list of ParentSquare customers, either online or in promotional materials. You also agree that we may verbally reference School as a ParentSquare customer.

10. General Provisions

10.1 Governing Law and Venue. Unless the laws governing School require otherwise, the laws of the State of California govern all matters arising out of the Agreement, without regard to conflict of law principles, and federal courts in the Central District of California and the state courts located in Santa Barbara County, California, will have non-exclusive jurisdiction in respect of disputes arising in connection with the Agreement. The United Nations Convention for the International Sale of Goods shall not apply.

10.2 Severability. If any provision of the Agreement is held invalid, that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of the Agreement will continue in full force and effect.

10.3 Independent Contractors. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

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10.4 Non-exclusive Agreement. The Agreement is nonexclusive, and each party will be free to enter into other similar agreements or arrangements with other third parties.

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10.5 High Risk and Force Majeure. You acknowledge that the Subscription Service is not designed or intended for use in high-risk activities, or in any situation where damage or injury could result if an error occurred. Neither party has any liability for any failure of performance or equipment due to causes beyond its reasonable control, including, acts of God, fire, flood, earthquake (tsunami, storm, or other catastrophes, any law, order, regulation, creation action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars or acts of terrorism; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or failure of the Internet, third party software, or any telecommunications,

hosting or service provider.

Get a Demo

(<http://www.parentsquare.com/demo-signup>)

Sign In

(<https://www.parentsquare.com/signin>)

10.6 Modification and Waiver. Except as provided in Section 3 (Changes to this School Agreement), the Agreement may be modified only by a written agreement that is signed by authorized representatives of both parties and is identified as an amendment or part of the Agreement. No term or provision of the Agreement will be considered waived by a party, and no breach excused, unless the waiver or consent is in writing signed by such party. No consent by a party to, or waiver of, a breach, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach.

10.7 Construction. The word "including" shall be construed as meaning "including without limitation." The section headings appearing in this School Agreement are inserted only as a matter of convenience and shall not be construed to define, limit, construe or describe the scope or extent of such paragraph or in any way affect such section.

10.8 Counterparts and Electronic Signature. The Order Form may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument. The exchange of a fully executed Order Form (in counterparts or otherwise) by facsimile signature or by other electronic means, shall be sufficient to bind the parties to the terms and conditions of the Agreement.

Change Log

Last Updated: December 8, 2022

- Added definitions for terms used in agreement
- Revised to put in plain English
- Revised to put in active voice
- Added section numbering and reordered some sections
- Added provisions regarding onboarding and delivery of Subscription Service
- Added provisions regarding ownership
- Added pricing and payment provisions
- Added provisions regarding initial term and renewals
- Added termination provisions
- Added disclaimer of warranty provision
- Added support provisions
- Added provisions regarding non-ParentSquare provided software integrations
- Added general provisions section
- Referenced Privacy Policy and Terms of Use

August 22, 2022

- Acknowledgement that if a separate written agreement exists between the School and ParentSquare, it takes precedence over this agreement.
- Updating Limitation of Liability section to include maximum aggregate liability

Link to Prior School Agreement

Update on August 22, 2022:

<https://www.parentsquare.com/agreement/agreement-update-08-22/>

(<https://www.parentsquare.com/agreement/agreement-update-08-22/>)

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Please contact us at legal@parentsquare.com (mailto:legal@parentsquare.com) in case of questions.



ParentSquare



Homepage (<http://www.parentsquare.com/>)

Trusted By (<https://www.parentsquare.com/#trusted-by>)

Testimonials (<https://www.parentsquare.com/#testimonials>)

One Unified Platform (<https://www.parentsquare.com/#highlights>)

Before & After (<https://www.parentsquare.com/#benefits>)

Video (<https://www.parentsquare.com/#video>)

Product (<http://www.parentsquare.com/mass-communications>)

Mass Notifications (<https://www.parentsquare.com/mass-communications/>)

Classroom Communications (<https://www.parentsquare.com/classroom-communications/>)

School Services (<https://www.parentsquare.com/school-services/>)

School Websites (<https://www.parentsquare.com/smart-sites>)

Designed for K-12 (<https://www.parentsquare.com/designed-for-k12/>)

Pricing & Packages (<https://www.parentsquare.com/pricing/>)

Resources (<http://www.parentsquare.com/resources/>)

Blog (<https://www.parentsquare.com/blog/>)

Whitepapers & Guides (<https://www.parentsquare.com/resources/#ebook>)

Webinars (<https://www.parentsquare.com/webinars/>)

Case Studies (<https://www.parentsquare.com/case-studies/>)

ParentSquare User Group (<https://www.facebook.com/groups/psusergroup>)

6144 Calle Real, #200A
Goleta, CA 93117

System Status (<https://status.parentsquare.com/>)

Get Help (/help/)

Contact Sales (<https://www.parentsquare.com/demo-signup/>)

schools@parentsquare.com (mailto:schools@parentsquare.com)

Company (<http://www.parentsquare.com/about/>)

About (<https://www.parentsquare.com/about/>)

Partners (<https://resources.parentsquare.com/partners/>)

Press (<https://www.parentsquare.com/press/>)

Careers (<https://resources.parentsquare.com/careers/>)

Wall of Love (<https://welove.parentsquare.com/>)

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TULSA HONOR ACADEMY

... ACADEMICS - CHARACTER - EXCELLENCE ...

CONTRACT COVERSHEET

DIRECTIONS

For all contracts that go before the board for approval, please complete this coversheet and attach it to the front.

BASIC INFORMATION

Vendor: Municipal Accounting Systems, Inc.

Description of service: accounting software

Jurisdiction or Governing Law: Oklahoma

Term of contract: 23-24 fiscal year Funding Source: general fund

Total Cost: \$10,235 for FY24 + est. \$210 for FY23 to start Employee Document Management

THA Signer: Amanda Yuen

*Note that the legal name listed should be Tulsa Honor Academy, Inc. or THA Facilities, LLC

☒ **Termination Clause:** The contract has a termination clause.

Number of days for termination notice: no day requirement listed

☒ **Term:** The term is one year or less or has a termination clause with no early termination fees.

- ☒ Term is within this fiscal year (preferable)
☐ Term is one year but crosses fiscal years
☐ Term is multi-year and with termination clause

☐ **Clarity:** The contract terms and deliverables are clear. Add any necessary context here: _____

NOTES FROM THA STAFF

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

MAS is one of several accounting systems allowed by OSDE.

THA's treasurer have used MAS for several years. This year, we're adding Employee Document Management to manage required paperwork.

renewal

Customer: TULSA HONOR ACADEMY
Addr: 209 SOUTH LAKEWOOD AVENUE
 TULSA OK 74112
October Membership: 870

MAS: MUNICIPAL ACCOUNTING SYSTEMS, INC.
Addr: 908 EAST 35TH STREET
 SHAWNEE, OK 74804
Phone: (800)749-5691 **Email:** accounts@wengage.com

Re-Occurring Fiscal Year Charges	
Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.	
Description	Total
Appropriated Funds	\$5,250.00
Payroll	NA
- Usage Fee Included In Appropriated Funds	
Treasurer	\$1,050.00
Activity Funds	\$530.00
Personnel	\$1,050.00
Purchase Requisition	\$1,050.00
Fixed Assets	NA
Employee Document Management	\$1,305.00
Total 2023-2024 Fiscal Year Charges:	
	\$10,235.00

Terms and Conditions

- The software charge includes phone support for one (1) designated contact per application. Additional contacts can be added at an additional cost. MAS shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. MAS shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- On-site training (by appointment only) will be charged \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and round-trip mileage at the current IRS mileage rate. Additional time is \$100.00 per hour.
- For each renewal, the fees may, at MAS's discretion, increase by an amount not to exceed 5%, no more than one time per annum.
- Customer agrees that MAS shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
- This agreement shall be governed by the Laws of the State of Oklahoma.

Software as a Service

- Definitions.
 - Application means the software and other material used by MAS to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.
 - Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.

- (c) Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
- (d) Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
- (e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
- (f) Privacy Policy and Terms of Service means the MAS Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
- (g) Service shall have the meaning set forth in the MAS Privacy Policy and Terms of Service.
- (h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.
- (i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.

2. Service.

(a) MAS Obligations. MAS hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service; and (iv) to notify customer promptly of any such unauthorized access to, or use of, the Service that MAS becomes aware of (provided MAS is not required to actively monitor the Customer's account access).

(b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MAS promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require MAS to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii) to accurately represent Customer's use of the Service and data obtained from the Service.

3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and MAS. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.

4. Access to the Service, Attribution, and Charges.

(a) Customer Accounts. Customer must provide MAS with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.

(b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.

5. Availability, Maintenance, and Technical Support.

(a) Availability & Maintenance. MAS will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.

(b) Technical Support. Unless otherwise provided in the Service Order Agreement, MAS will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.

6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. MAS will provide software as part of the Service that will allow the Customer to share data with third-party applications.

(a) It is understood and agreed that MAS is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.

(b) It is understood and agreed that MAS is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall MAS be deemed to be a direct or indirect transfer of information/data to any third party. MAS is only providing software that will allow the Customer to share data with third-party applications.

(c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, MAS for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that

is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that MAS could incur.

(g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.

7. Intellectual Property Rights.

(a) MAS Intellectual Property. MAS and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no MAS Intellectual Property Rights are granted to Customer.

(b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.

(c) Feedback Relating to Services. MAS shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.

(d) Derivatives and Compilations of Usage Data. MAS shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.

8. Privacy and Personal Information. (a) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at <https://www.sylogist.com/privacy-policy>.

9. Term; Termination.

(a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or MAS.

(b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. MAS may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.

(c) Breach. MAS may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of MAS's notice to Customer.

10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."

(a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to MAS or its third-party licensor (as appropriate), and MAS hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.

(b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.

(c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from MAS to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.

13. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold

harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.

14. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. MAS reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

Prepared By:**Date Prepared:**3/20/2023**Accepted By (please circle one): Superintendent / Board President****Signature:****Date Accepted:**



CONTRACT COVERSHEET

DIRECTIONS

For all contracts that go before the board for approval, please complete this coversheet and attach it to the front.

BASIC INFORMATION

Vendor: Keystone Food Services

Description of service: food service management - breakfast, lunch, *snack for scholars

Jurisdiction or Governing Law: July 1, 2023

Term of contract: July 1, 2023 - June 30, 2024

Funding Source: general fund, including federal * state reimbursement * scholar payments

Total Cost: \$4.63 lunch equivalency - estimated ~\$1M.

THA Signer: Amanda Yuen

*Note that the legal name listed should be Tulsa Honor Academy, Inc. or THA Facilities, LLC

☒ **Termination Clause:** The contract has a termination clause.

Number of days for termination notice: 60 for cause (from original) RFP

☒ **Term:** The term is one year or less or has a termination clause with no early termination fees.

☒ Term is within this fiscal year (preferable)

☐ Term is one year but crosses fiscal years

☐ Term is multi-year and with termination clause

☐ **Clarity:** The contract terms and deliverables are clear. Add any necessary context here: _____

NOTES FROM THA STAFF

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

meal cost is all inclusive, including labor, food, materials, etc. This is a renewal of a 1-yr contract, renewable annually for up to 4 1-year renewals. This is the second renewal

renewal

**OKLAHOMA STATE DEPARTMENT OF EDUCATION
CHILD NUTRITION PROGRAMS
FSMC LABOR TRANSITION FORM**

Name of District: Tulsa Honor Academy County/District Code: 72E018

Start Date of the **ORIGINAL** 5-year Contract: 7/1/2021 (Example: 7/25/20XX)

**This one form can be used for the duration of the 5 year contract between the SFA & FSMC.*

**This form must be sent to the State Department every time a new employee goes with FSMC.*

Name of Employee Who Left the District AND/OR Name of Employee Hired by the FSMC	Date NEW Employee Start- ed with FSMC	Date Employee LEFT the District	Contract Year Hire Started with FSMC	The FIXED- PRICED Rate charging for New Hire
NONE				
Current Total Number of Employee(s) the FSMC is Charging the District:	0	Total Fixed-Price Fee added to Meal Rate for ALL Employees:	0	

I certify that the employees listed have either left the district or the new hire is now being paid for by the FSMC. The district and FSMC have a transition plan in place allowing the FSMC to charge the district for employees who have left and the new employee is hired by the FSMC. The FSMC can only charge the district once the new hire starts and is being paid for by the FSMC.

Signature of Authorized Representative at the District

B 766

Signature of Authorized Representative for the FSMC

Date

04/26/2023

Date



AMENDMENT TO RENEW THE FOOD SERVICE MANAGEMENT COMPANY CONTRACT RENEWAL FOR 2023-2024 SCHOOL YEAR

District Name: _____ County/District Code: _____

Fixed-Price Per Meal/Lunch Equivalency (LE) rate for SY2023: \$ _____

This amendment is between _____ (district) and _____ (FSMC).

The parties desire to amend the Contract on _____ (date). The term of this contract shall be for one (1) year beginning on July 1, 2023, and continuing until June 30th, 2024, unless terminated by either party.

The Fixed-Price per Meal/Lunch Equivalency rate for the 2023-2024 school year is \$ _____.

The rate listed above shall not go over the March CPI of 8.8% and will remain unchanged for the 2024 school year. The FSMC will not and cannot change the rate before June 30, 2024, or directly bill the district. Any other changes to the original contract or amendments to the contract will need to be sent to the State Agency on school letterhead. If applicable, a transition plan will be sent to the State Agency each time the FSMC takes a new employee.

The price of the lunch equivalency rate on page 12 of the original contract and the labor rate cannot be increased during the entire duration of the 5-year contract.

District Name: _____

FSMC Name: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: 

Title: _____

Title: _____

Date: _____

Date: _____

Fax or email this form to Karen Davis or Becky Gray by June 1, 2023. Fax: 405-521-2239; Karen.Davis@sde.ok.gov or Becky.Gray@sde.ok.gov

(State Use Only)

Approved by: _____

Fixed-Price Per Meal Rate:

FY2023 Rate: \$ _____

X (CPI rate of 8.8%) =

FY2024 LE Rate: \$ _____



KEYSTONE
FOOD SERVICE

Renewal Agreement

April 18, 2023

Tulsa Honor Academy,

First and foremost, we would like you thank you for the opportunity to serve your students, staff, and community members. It is an honor and a privilege that we don't take for granted.

Keystone Food Service would respectfully like to request that the Board of Education extend our Food Service Management agreement for the 2023-2024 school year. This is an extension renewal request that is allowed before another bid process is required to be initiated.

On the following page are the meal rates coinciding with the 8.8% inflated from the previous year. Per the OKSDE contract renewal, pricing must reflect the increase or decrease in the Consumer Price Index based on the 12-month percentage change for March published and determined by the Bureau of Labor Statistics. OKSDE has guided on on the details of this CPI increase and confirmed that this is the same number that the USDA uses to determine new reimbursement rates for next school year. Thus, our pricing should align with your reimbursement rates.

Keystone Food Service will fulfill its obligations under the same terms and conditions of our base year agreement, along with any subsequent amendments to said agreement. Please contact me if you wish to have us available prior to and/or during the school board meeting at which the renewal is discussed.

We look forward to serving and providing your district with the highest quality food service for the 2023-2024 school year.

Sincerely,

Brett Feedback
Co-Owner, Keystone Food Service



CONTRACT COVERSHEET

DIRECTIONS

For all contracts that go before the board for approval, please complete this coversheet and attach it to the front.

BASIC INFORMATION

Vendor: Oklahoma Consulting Accounting Services

Description of service: treasurer services + payroll services

Jurisdiction or Governing Law: not listed

Term of contract: July 1, 2023 - June 30, 2024 **Funding Source:** general fund

Total Cost: \$21,000 - 9K for treasurer, \$12K for payroll

THA Signer: Amanda Yuen

*Note that the legal name listed should be Tulsa Honor Academy, Inc. or THA Facilities, LLC

☐ **Termination Clause:** The contract has a termination clause.

Number of days for termination notice: _____

☒ **Term:** The term is one year or less or has a termination clause with no early termination fees.

☒ Term is within this fiscal year (preferable) ^{FY24}

☐ Term is one year but crosses fiscal years

☐ Term is multi-year and with termination clause

☒ **Clarity:** The contract terms and deliverables are clear. Add any necessary context here: payroll rate is based on THA staff completing data entry

NOTES FROM THA STAFF

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

OACS has supported THA for several years, including this fiscal year when staffing changes necessitated immediate additional support.

renewal



May 8, 2023

Tulsa Honor Academy
Attn: Ms. Amanda Yuen
209 S. Lakewood Ave.
Tulsa, OK 74112

RE: Accounting and consulting services for the Year Ended June 30, 2024

Thank you for allowing Oklahoma Consulting and Accounting Services, LLC (in affiliation with Jenkins & Kemper, CPAs, P.C.) to perform accounting and consulting services for Tulsa Honor Academy (the school). We are pleased with the expression of confidence in our firm and our school expertise. I look forward to a long and successful relationship as an integral part of the school's financial management team.

This letter, along with the attached addenda, to be approved in an open board meeting, sets forth our understanding of the nature and scope of my non-attest accounting and consulting services to be provided for the school. As you know Government Auditing Standards (Yellow Book) place significant restrictions on firms that also perform consulting services for audit entities. Although we will maintain integrity and objectivity throughout the performance of all services provided to the school, We are not considered "independent" under the Government Accountability Office (GAO) definition and as such we cannot also perform audit or other attestation services for the school as long as we perform these non-attest services. Under the GAO independence rules, we are considered a part of your management team since we will perform certain functions normally associated with management. That is the reason that the school must contract with another CPA firm to conduct the annual School audit. However, the Yellow Book allows me to continue to assist the school as requested in many other matters. Independence is only required for the external auditor.

Scope of Services

The accounting services we will provide are detailed on the attached exhibits. Also, we will compile a monthly statement of assets, liabilities and net assets-cash basis and the related statement of revenue and expenses-cash basis for each month and year-to-date period. The statements will include as supplemental information certain budgetary information. The financial statements will be prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles. The financial statements will omit all the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. We will not audit or review such financial statements. Our report will include a statement that we are not independent with respect to the school.

The objective of a compilation engagement differs significantly from the objective of a review or audit of financial statements. The objective of a review is to provide a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements. The objective of an audit is to provide a reasonable basis for expressing an opinion regarding the financial statements taken as a whole. A compilation does not provide such a basis because a compilation does not contemplate performing inquiry or analytical procedures and other procedures ordinarily performed in a review or obtaining an understanding of internal control or assessing control risk; or other procedures ordinarily performed in an audit.

Management Responsibilities

The school is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure compliance with policies, procedures, and applicable laws, regulations, contracts, and agreements and maintaining adequate records. The school is also responsible for the design and implementation of programs and controls to prevent and detect fraud.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you or the appropriate level of management of any material errors and of any evidence or information that comes to my attention during the performance of compilation procedures or other management services performed that fraud or an illegal act may have occurred. We need not report any matters regarding illegal acts that may have occurred that are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

The school's management and those charged with governance will be responsible for establishing the scope of the accounting and consulting services and the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by Oklahoma Consulting and Accounting Services, LLC providing overall direction and oversight for each service, and reviewing and accepting the results of the work. The attached addenda (Exhibits A-B) provide management and those charged with governance an understanding of the services to be provided and items Oklahoma Consulting and Accounting Services, LLC will require in order to adequately perform each service.

Administration, Fees, and Other

Our fee for the compilation and other services is stated on each addendum (Exhibits A-B) attached as part of this contract. The ancillary services, defined by the attached addenda, will be billable at the rate of \$90-120 per hour based on staff experience level. Requests for a representative of Oklahoma Consulting and Accounting Services, LLC to attend a board meeting will be billed \$150 for each meeting attended.

These services are for the period July 1, 2023 to June 30, 2024. Please sign each contract addenda whether Tulsa Honor Academy **accepts** or **does not accept** the services described for each. Fees for these services will be rendered each month as described on the exhibits and will be payable on presentation. This engagement letter will remain in effect until changed by mutual consent.

Administration, Fees, and Other (Continued)

In accordance with my firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. You acknowledge and agree that we are not required to continue performing work for you in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. Further, you acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis my engagement will be deemed to have been completed and we will not be liable to you for any damages that occur as a result of my ceasing to render services, even if we have not completed our services. You will be obligated to compensate us for all time expended and to reimburse us for any out-of-pocket expenditures through the date of termination.

In addition, the school further agrees to indemnify and hold me harmless for any liability and all reasonable costs, including legal fees that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the school's management.

Our firm, as well as other accounting firms, participates in the AICPA's peer review program covering our audit and accounting practice. Under this program, my system of quality control is subjected to a peer review by a team of certified public accountants approved by the state administering entity. As part of this peer review, the team will review a sample of my work. It is possible that the work performed for you may be selected for their review. If it is, the team is bound by professional standards to keep all information confidential.

We appreciate the opportunity to be of service to you and look forward to continuing our long and mutually satisfying relationship. We believe this letter accurately summarizes the significant terms of our engagement. Please call us at any time if you have any questions. If this letter and the attached addenda correctly express your understanding, please sign the enclosed copies where indicated and return it for our files.

Sincerely,



Jack H. Jenkins

President, Oklahoma Consulting and Accounting Services, LLC

ACKNOWLEDGMENT:

By: _____ Date: _____
Administrator

By: _____ Date: _____
Board Member

TREASURER SERVICES

This agreement begins July 1, 2023 and ends on June 30, 2024, between Tulsa Honor Academy and Oklahoma Consulting and Accounting Services, LLC (us/our). This agreement shall not become effective until approved and entered into the minutes of an open board meeting.

Treasurer Services to be Provided:

1. Reconciliations performed timely every month of reported school funds to bank statements
2. Receipts posted to appropriate accounts using the Oklahoma Cost Accounting codes as required by the Oklahoma State Department of Education
3. Prepare monthly finance report for review by management and governing board
4. Prepare orderly file folders to maintain records of all treasurer records
5. Provide records and financial report information to independent auditor
6. Submit previous end of the fiscal year data to Oklahoma State Department of Education due during the contract period
7. Preparation of annual 2023-24 Estimate of Needs

Client Agrees to the Following:

1. Assign an employee of the school as deputy treasurer for physically depositing funds into your bank
2. Allow us online banking access for the school's checking/savings accounts
3. Obtain a treasurer's surety bond in treasurer's name for a minimum of \$100,000 as required by statute
4. Provide us with an adequate description of deposits made with your bank
5. Prepare detailed receipts in a pre-numbered receipt book for all local collections
6. Notify us of any changes in policy/requirements from the Oklahoma State Department of Education that may be sent to the principal/business manager of your school by email

ACKNOWLEDGMENT:

☐ Tulsa Honor Academy's management and those charged with governance understand, acknowledge and **ACCEPT** the above described monthly services. The annual contract amount for these services is \$9,000.00 and will be payable in 12 equal monthly installments for the contract period.

☐ Tulsa Honor Academy's management and those charged with governance understand, acknowledge and **DO NOT ACCEPT** the above described monthly services. It is understood that in conjunction with other contracts, management may ask for the services described above and Oklahoma Consulting and Accounting Services, LLC will consider these items ancillary services and bill Tulsa Honor Academy the stated hourly rate.

By: _____ Date: _____
Administrator

By: _____ Date: _____
Board Member

PAYROLL SERVICES

This agreement begins July 1, 2023 and ends on June 30, 2024, between Tulsa Honor Academy and Oklahoma Consulting and Accounting Services, LLC (us/our). This agreement shall not become effective until approved and entered into the minutes of an open board meeting.

Payroll Services to be Provided:

1. Calculate and print checks or create direct deposit for all net pay amounts on a monthly basis and include up to two "special payrolls" per contract period. Additional "special payrolls" will be considered ancillary services and will be billed at an hourly rate (also see item #6 in Client Agreements)
2. Calculate and print checks or directly deposit tax withholding for Federal and State of Oklahoma
3. Calculate and print checks or directly deposit funds for fringe benefits, retirements, garnishments or any deduction or benefit normally processed through payroll
4. Create and file all payroll tax filings for Federal and the State of Oklahoma including Federal (941), State (OW-9) and State Unemployment (OESC) quarterly reports, W2s, and 1095s (if necessary).
5. Provide reports, copies of payroll tax filings and paystubs to assigned administrator for distribution to employees
6. Prepare online financial reporting, during this contract period, for the Oklahoma State Department of Education regarding the Oklahoma cost account coding of payroll items

Client Agrees to the Following:

1. Approve our employee as the payroll clerk
2. Fill out our form for new employees and furnish us with annual/hourly approved rates of pay for each employee at the beginning of the employee's contract period
3. Notify us of any employees to be paid from a federal program or other special program at the beginning of the employee's contract period
4. Report to us all regular deductions such as fringe benefits, retirements, garnishments and any other deductions or benefits normally processed through payroll for each employee at the beginning of the employee's contract period
5. Provide us with updated W-4 forms for the calendar year for each employee authorizing us to withhold the appropriate amount of income taxes from each payroll
6. Furnish us with timesheets or changes in payroll four regular business days previous to scheduled payment date
7. Prepare the School Personnel Report for the school and inform us of any necessary changes to be made on the accounting software

ACKNOWLEDGMENT:

☐ Tulsa Honor Academy's management and those charged with governance understand, acknowledge and **ACCEPT** the above described monthly services. The annual contract amount for these services is \$12,000.00 and will be payable in 12 equal monthly installments for the contract period.

☐ Tulsa Honor Academy's management and those charged with governance understand, acknowledge and **DO NOT ACCEPT** the above described monthly services. It is understood that in conjunction with other contracts, management may ask for the services described above and Oklahoma Consulting and Accounting Services, LLC will consider these items ancillary services and bill Tulsa Honor Academy the stated hourly rate.

By: _____ Date: _____
Administrator

By: _____ Date: _____
Board Member



CONTRACT COVERSHEET

DIRECTIONS

For all contracts that go before the board for approval, please complete this coversheet and attach it to the front.

BASIC INFORMATION

Vendor: Array Education

Description of service: Reading Reconsidered curriculum

Jurisdiction or Governing Law: New York

Term of contract: purchase of 5 year license

Funding Source: general or ESSER III

Total Cost: \$26,100

THA Signer: Elise Urzeta or Kathryn Freudenheim

*Note that the legal name listed should be Tulsa Honor Academy, Inc. or THA Facilities, LLC

☒ **Termination Clause:** The contract has a termination clause.

Number of days for termination notice: 30

☐ **Term:** The term is one year or less or has a termination clause with no early termination fees. after purchase, 5 year license

☐ Term is within this fiscal year (preferable)

☐ Term is one year but crosses fiscal years

☐ Term is multi-year and with termination clause

☐ **Clarity:** The contract terms and deliverables are clear. Add any necessary context here: THA will identify curriculum units

NOTES FROM THA STAFF

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

includes 68 units (34/middle school campus) - buy 4, get 1 free, 15% bulk discount
1 year no-cost digital subscription
8 staff members participating in training

****IMPORTANT INFORMATION - PLEASE READ****

This Reading Reconsidered Curriculum Purchase Request and License Agreement is for the purchase of Reading Reconsidered curriculum units.

We also offer a yearly subscription to a digital platform with Reading Reconsidered implementation and training resources. Those who are interested in purchasing a subscription can do so at

<https://teachlikeachampion.com/reading-reconsidered-curriculum/purchase-digital-subscription/>.

This Agreement is a legally binding contract. You must be authorized by your school or organization to sign legally binding contracts. We encourage you to read it in its entirety.

Please note the person receiving the electronic material must have an email associated with your school/organization domain.

If you have questions, please contact
ReadingCurriculum@teachlikeachampion.org.

Please submit the completed and signed Purchase Request and License Agreement to
ReadingCurriculum@teachlikeachampion.org.

PURCHASE REQUEST

READING RECONSIDERED CURRICULUM

Please place a check mark next to the Reading Reconsidered Curriculum units you wish to purchase (do not leave blank). Please also place a check mark if you would like a digital subscription as well.

Fee for curriculum unit per school: \$500.00 each per school for licensed novel unit.

Grade 5	Grade 6	Grade 7	Grade 8
<input type="checkbox"/> <i>A Single Shard</i> by Linda Sue Park	<input type="checkbox"/> <i>Boy: Tales of Childhood</i> by Roald Dahl	<input type="checkbox"/> <i>Haroun and the Sea of Stories</i> by Salman Rushdie	<input type="checkbox"/> <i>Animal Farm</i> by George Orwell
<input type="checkbox"/> <i>Bud, Not Buddy</i> by Christopher Paul Curtis	<input type="checkbox"/> <i>Brown Girl Dreaming</i> by Jacqueline Woodson	<input type="checkbox"/> <i>I am Malala: Young Reader's Edition</i> by Malala Yousafzai	<input type="checkbox"/> <i>A Raisin in the Sun</i> by Lorraine Hansberry
<input type="checkbox"/> <i>Inside Out and Back Again</i> By Thanhha Lai	<input type="checkbox"/> <i>Chains</i> by Laurie Halse Anderson	<input type="checkbox"/> <i>Lord of the Flies</i> by William Golding	<input type="checkbox"/> <i>Of Mice and Men</i> by John Steinbeck
<input type="checkbox"/> <i>Number the Stars</i> by Lois Lowry	<input type="checkbox"/> <i>Esperanza Rising</i> by Pam Munoz Ryan	<input type="checkbox"/> <i>Narrative Short Story Unit</i> by various authors	<input type="checkbox"/> <i>Narrative of the Life of Frederick Douglass</i> by Frederick Douglass
<input type="checkbox"/> <i>One Crazy Summer</i> by Rita Williams-Garcia	<input type="checkbox"/> <i>Freak the Mighty</i> by Rodman Philbrick	<input type="checkbox"/> <i>Roll of Thunder, Hear My Cry</i> by Mildred Taylor	<input type="checkbox"/> <i>Romeo and Juliet</i> by William Shakespeare
<input type="checkbox"/> <i>The Magician's Nephew</i> by C.S. Lewis	<input type="checkbox"/> <i>Heros, Gods, and Monsters</i> by Bernard Evslin	<input type="checkbox"/> <i>The House on Mango Street</i> by Sandra Cisneros	<input type="checkbox"/> <i>Science Fiction Short Fiction Unit</i> by various authors
<input type="checkbox"/> <i>Where the Mountain Meets the Moon</i> by Grace Lin	<input type="checkbox"/> <i>The Birchbark House</i> by Louise Erdrich	<input type="checkbox"/> <i>The Poetry Collection</i> by various poets	<input type="checkbox"/> <i>The Wanderings of Odysseus</i> by Rosemary Sutcliff
<input type="checkbox"/> <i>Wonder</i> by R.J. Palacio	<input type="checkbox"/> <i>The Giver</i> by Lois Lowry		<input type="checkbox"/> <i>To Kill a Mockingbird</i> by Harper Lee
	<input type="checkbox"/> <i>The Outsiders</i> by S.E. Hinton		<input type="checkbox"/> <i>The Curious Incident of the Dog in the Night-Time</i> by Mark Haddon
			<input type="checkbox"/> <i>Night</i> by Elie Wiesel

OPTIONAL:

- ☐ Digital Subscription Fee for license per school/campus
 Price: \$1,000
 Length: 1 year from purchase date
- ☐ Renewal: \$1,000 for an additional 1 year

CONTINUED ON NEXT PAGE

Please provide the name and email address of recipient (email must be from school domain). A link to the files will be sent electronically to this person.

Please complete the License Agreement attached to this Purchase Request and select either **Schedule A** or **Schedule B**, depending on whether Licensee is a School or a School System.

If Licensee is a School System: Attach Schedule B with a list of all schools in the School System that will be covered by the license and the address and principal's name for each school.

LICENSE AGREEMENT READING RECONSIDERED CURRICULUM

This License Agreement (“Agreement”) is made and entered into as of _____ between:

Array Education, Inc. (“Licensor”)

 (“Licensee”) (name of School or School System receiving the license)

A not-for-profit corporation incorporated in
 Delaware

A not-for-profit corporation incorporated in

And having its principal place of business
 at:

And having its principal place of business
 at:

25 Broadway, 3rd Fl

New York, NY 10004

 (address of School or School System)

WHEREAS, Licensor has developed and/or acquired and/or licensed rights associated with professional development materials for schools and other organizations concerning Array Education, Inc.’s **Reading Reconsidered Curriculum** program (“RR Program”), and in conjunction therewith has developed **Curriculum Unit** materials (“RR Curriculum Unit”) and a **Digital Subscription** platform (“RR Digital Subscription”), collectively referred to as “Licensed Materials”;

WHEREAS, Licensee desires to obtain the right to access and use the Licensed Materials for purposes of participating in the RR Curriculum under the terms and conditions hereof, and Licensor desires to grant to Licensee said rights.

NOW, THEREFORE, in consideration of payment by Licensee of the fee for Licensee’s participation in the RR Curriculum, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **LICENSE.** Licensor grants, and Licensee hereby accepts, a non-exclusive, non-transferable right and license (“License”) to access and use the Licensed Materials, subject to the terms and conditions hereof, for the purpose of the implementing the RR Curriculum in their schools/organizations.

2. **SCOPE.** The License is a limited right to use the Licensed Materials solely for purposes of Licensee’s participation in the RR Curriculum and implementing the curriculum for the benefit of Licensee. Licensee agrees to maintain, use, and distribute the Licensed

Materials and implement the curriculum according to the Usage Restrictions contained in **Schedule A or Schedule B**. The License permits Licensee to make copies of the Licensed Materials solely for Licensee's employees as described in the Usage Restrictions, and does not include any other right to copy, duplicate, edit, annotate, or reproduce the Licensed Materials or any part thereof. Licensee's employees may access and use the Licensed Materials only as permitted hereunder. Under no circumstances shall Licensee, any of its employees, or anyone else related to Licensee, use the Licensed Materials or any part thereof to provide training or instruction to any person who is not then an employee or student of Licensee.

3. **TITLE.** The Licensed Materials and all intellectual property rights embodied therein or related thereto, including but not limited to copyrights, trademarks and trade secrets, are and remain the sole and exclusive property of Licensor or a third party from whom Licensor has received authority to grant the rights hereunder. All rights not expressly granted to Licensee hereunder are retained by Licensor and/or those third parties from whom Licensor has acquired the necessary rights to grant to Licensee hereunder. Licensee agrees not to challenge or to cooperate with any person or entity in challenging Licensor's or any third party's sole and exclusive ownership of and right, title, and interest in and to the Licensed Materials and all copyrights, trademarks and trade secrets embodied therein or related thereto. In the event that Licensee makes any modification or derivative work based on the Licensed Materials, Licensee shall promptly disclose the modification or derivative work to Licensor and hereby assigns to Licensor all right, title and interest in and to such modifications or derivative works in all media whether now known or hereafter devised, throughout the world, in perpetuity. Licensee may use any such modifications or derivative works only to the extent that use of the Licensed Materials is permitted hereunder.

4. **LICENSED MATERIALS.** Licensed Materials are any materials disclosed or provided by or on behalf of Licensor to Licensee, or to which access is provided, in connection with the RR Curriculum. Without limitation the Licensed Materials may include printed materials.

5. **COPYRIGHT AND PROPRIETARY RIGHTS NOTICE.** Licensee shall not remove or obscure any copyright, trademark or confidentiality notice from any copy of the Licensed Materials. Licensee shall not assert and shall not represent to any third party that it has any ownership rights in, or the right to sell, transfer, assign, rent, lease or sub-license the Licensed Materials, or to use the Licensed Materials with third parties.

6. **CONFIDENTIALITY.** Licensee acknowledges that the Licensed Materials include the confidential and trade secret information of Licensor, and agrees to take reasonable steps to maintain the confidentiality of the Licensed Materials. Licensee will not use the Licensed Materials other than for the purpose set forth herein, and will not copy the Licensed Materials or disclose or provide the Licensed Materials or access to them to any other person or entity apart from Licensee's employees who have been advised of and agreed to maintain the confidentiality of the Licensed Materials. Licensee shall collect any copies in the possession or control of any Licensee employee who resigns or is terminated from employment by Licensee. Licensee shall return all copies of the Licensed Materials to Licensor upon expiration or termination of this Agreement, or upon Licensor's request. These confidentiality

obligations shall survive termination of the Agreement. The obligations of confidentiality described herein shall not apply to any part of the Licensed Materials that is or becomes generally known, through no fault of Licensee or its employees.

7. **SUBLICENSES.** The License is non-transferable and non-sublicenseable, and Licensee shall not disclose or provide any part of the Licensed Materials to any person or entity outside of Licensee and its employees. Any attempt to sub-license, assign, transfer, rent, lease, encumber or give away any of the rights, interests, duties or obligations under this License or any copy of the Licensed Materials or any access thereto to any third party constitutes a material breach of this Agreement justifying termination by Licensor, and any such attempted transfer will be null and void.

8. **PAYMENT.** Unless other payment arrangements are made, e.g. payment via credit card, Licensor shall send Licensee an invoice for the Licensed Materials. Licensee shall pay the invoice within thirty (30) days from the date on the invoice (“Due Date”). Payment not received on the Due Date shall be considered late and shall accrue interest at the highest rate permitted by law. Payment not received within sixty (60) days from the Due Date constitutes a material breach of this Agreement justifying termination by Licensor; provided, that Licensee’s payment obligation shall survive termination of the Agreement.

9. **TERM AND TERMINATION.** The term of this License shall commence on the date set forth above and shall continue for five (5) years from the date of this Agreement unless terminated by Licensor or as otherwise agreed to in writing between Licensor and Licensee.

9.1. **Breach of Agreement.** Licensor may terminate this License upon notice to Licensee if Licensee is in breach of any of the terms and conditions of this License Agreement, including without limitation the Usage Restrictions in Schedule A or Schedule B. The termination shall be effective thirty (30) days after the giving of said notice unless Licensee, within said period, cures the breach to the satisfaction of Licensor. Licensor and Licensee both shall have the right to terminate this Agreement without cause. The termination without cause shall be effective thirty (30) days after giving said notice.

9.2. **Effect of Termination.** Upon the termination of the License, Licensee shall deliver to Licensor immediately, at Licensee’s expense, any and all originals or copies of the Licensed Materials, in all media, and Licensee thereafter shall not use, modify, or otherwise deal in or with all or any portion of the Licensed Materials. For the avoidance of doubt, upon termination of the License all permissions to use the Licensed Materials granted herein are immediately revoked.

10. **DISCLAIMERS.** The Licensed Materials are provided hereunder AS-IS. Licensor disclaims all representations, warranties and covenants concerning the Licensed Materials, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement, or against any harm to the property or equipment of Licensee. Licensee acknowledges that the Licensed Materials are continually updated and may not be complete or accurate, and Licensor makes no warranty or guaranty of, and shall have no responsibility for, any outcome that may result from use of the Licensed Materials.

11. **REMEDIES.** If Licensee violates or threatens to violate the terms and conditions of this License, then Licensor shall have, in addition to any other remedies available to it as a matter of law, the right to obtain an injunction against Licensee and any other party against such actions. Licensor hereby acknowledges that other remedies are inadequate to fully redress Licensor for its injury resulting from such violations. In the event of a dispute between parties, only Licensor will be allowed fees, if it prevails in the dispute.

12. **INDEMNIFICATION.** Licensee shall indemnify, defend and hold harmless Licensor, its affiliates and its and their officers, directors, employees and agents from and against all liabilities, damages, costs or expenses (including reasonable attorney's fees) payable or paid by Licensor to third parties as a result of (i) any breach or alleged breach of any of Licensee's obligations contained herein, or (ii) any claim relating to or arising from any outcome for any teaching, instruction or use of the Licensed Materials. Licensor shall promptly notify Licensee of any such claim or proceeding and shall not settle any such claim or proceeding without Licensee's prior written consent. Licensee shall not be relieved of its indemnity obligations if Licensor fails to provide prompt notice of the claim, unless Licensee is materially prejudiced thereby. Licensee shall provide the defense for such claim at Licensee's expense; provided, that Licensor shall have the right at its expense to participate in the defense with counsel of its choice, and shall have the right to assume control and conduct the defense at Licensee's expense if Licensee's defense is not adequate to protect Licensor.

13. **ENTIRE AGREEMENT AND MODIFICATIONS.** This Agreement, together with Schedule A or Schedule B, contains the entire understanding of the parties relating to the subject matter hereof and replaces any prior agreements or understandings unless specifically incorporated herein. No modification of this License Agreement shall be valid unless in writing signed by the parties hereto.

14. **SEVERABILITY.** If a court of competent jurisdiction determines any provision herein to be unenforceable as written, then such court shall be empowered to reform such provision in such a manner so that it is enforceable to the fullest extent permitted by law and to grant any other relief, at law or in equity, as may be reasonably necessary to protect an aggrieved party. If any provision, section, or subsection of this Agreement is adjudged by any court to be void or unenforceable in whole or in part (and the provision cannot otherwise be reformed), such adjudication shall not affect the validity of the remainder of the Agreement, including any other provision, section, or subsection.

15. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced under, and subject to, the laws of the State of New York, without giving effect to choice of law principles. Any dispute arising from the subject matter hereof shall be brought only in the state or federal courts located within the Southern District of New York, and both parties consent to the personal jurisdiction of such courts.

IN WITNESS WHEREOF, the parties by their duly authorized officers hereto intending to be bound have executed this License Agreement as of the date and year first above written.

LICENSEE: _____
(name of School or School System to be licensed)

By: _____
(your signature)

Name: _____
(print your name)

Title: _____
(your title)

Date: _____

Schedule A: Usage Restrictions (School)

1. Subject to the terms and conditions of the License, Licensee is authorized to:
 - a. Provide materials solely within the School based in whole or part on the Licensed Materials to students and teachers, educators, professional staff employed by and working within the School identified above;
 - b. Make copies of the Licensed Materials necessary to provide copies to School Employees/Students.
2. Under no circumstances shall Licensee:
 - a. Use the Licensed Materials or any part thereof to provide training or programming to any individual or entity other than School Employees/Students;
 - b. Distribute the Licensed Materials or any part thereof to any individual or entity other than School Employees/Students;
 - c. Accept or solicit any monetary compensation for or profit from providing the Licensed Materials based in whole or part thereon;
 - d. Remove or obscure any copyright, trademark or confidentiality notice from any copy of the Licensed Materials; or
 - e. Assert or represent to any third party or School Employees that it has any ownership rights in, or the right to sell, transfer, assign, rent, lease or sub license the Licensed Materials.
3. Prior to providing and disclosing the Licensed Materials to School Employees other than the employee named above, Licensee will provide a copy of the Usage Restrictions to:
 - a. All School Employees/Students who receive, view, or will be provided access to the Licensed Materials in whole or part; and
 - b. All School Employees participating in, implementing, or leading any Training incorporating, referencing or utilizing the Licensed Materials.
4. Licensee agrees that it is liable for any breach of the Agreement, including the Usage Restrictions, by Licensee or any School Employee. Licensee further acknowledges that any such breach shall cause irreparable injury to Licensors for which Licensors shall be entitled to the remedies identified in Section 11 of the Agreement.

Schedule B: Usage Restrictions (School System)

1. Subject to the terms and conditions of the License, Licensee may:
 - a. Make copies of the Licensed Materials necessary to provide copies to System Employees/Students; and
 - b. Post digital copies of the Licensed Materials on the internal network or intranet of the School System or any school within the School System, provided that such network contains access controls restricting access to only System Employees.
2. Under no circumstances shall Licensee:
 - a. Use the Licensed Materials or any part thereof with any individual or entity other than System Employees/Students;
 - b. Distribute the Licensed Materials or any part thereof to any individual or entity other than System Employees/Students;
 - c. Accept or solicit any monetary compensation for or profit from providing the Licensed Materials in whole or part thereon;
 - d. Remove or obscure any copyright, trademark or confidentiality notice from any copy of the Licensed Materials; or
 - e. Assert or represent to any third party or System Employees that it has any ownership rights in, or the right to sell, transfer, assign, rent, lease or sub license the Licensed Materials.
3. Prior to providing or disclosing the Licensed Materials to System Employees other than the employee named above, Licensee will provide a copy of these Usage Restrictions to:
 - a. All System Employees who receive, view, or are given access to the Licensed Materials in whole or part; and
 - b. All System Employees participating in, implementing, or leading any Training incorporating, referencing, or utilizing the Licensed Materials.
4. Licensee agrees that it is liable for any breach of the Agreement, including the Usage Restrictions, by Licensee or any System Employees to whom Licensee has provided Training and/or copies of or access to Licensed Materials. Licensee further acknowledges that any such breach shall cause irreparable injury to Licensor for which Licensor shall be entitled to the remedies identified in Section 11 of the Agreement.

Schools Covered by the License (School System)

Name of School	Grade Level	School's Address	Principal's Name



CONTRACT COVERSHEET

DIRECTIONS

For all contracts that go before the board for approval, please complete this coversheet and attach it to the front.

BASIC INFORMATION

Vendor: PowerSchool

Description of service: Naviance college, career, and life readiness software, including Alumni tracker

Jurisdiction or Governing Law: California

Term of contract: see below

Funding Source: general, some grant funding may be available

Total Cost : \$6209.58= \$4280-Naviance Premium, \$1929.58-Alumni Tracker

THA Signer: Samantha Markley

*Note that the legal name listed should be Tulsa Honor Academy, Inc. or THA Facilities, LLC

☒ **Termination Clause:** The contract has a termination clause.

Number of days for termination notice: 30

☐ **Term:** The term is one year or less or has a termination clause with no early termination fees. see below

☐ Term is within this fiscal year (preferable)

☐ Term is one year but crosses fiscal years

☐ Term is multi-year and with termination clause

☒ **Clarity:** The contract terms and deliverables are clear. Add any necessary context here: _____

NOTES FROM THA STAFF

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

Naviance Alumni term is extended to allow for future renewals on July 1. Naviance Premium may be updated upon signing for similar term alignment.

Alumni Tracker includes training and deployment that will not be a recurring cost.



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: cs@powerschool.com
 Quote Date: 5-MAY-2023
 Quote #: Q-733718-3

Prepared By: Syed Raza
 Customer Name: Tulsa Honor Academy
 Contract Term: 12 Months
 Start Date: 7-JUN-2023
 End Date: 6-JUN-2024
 Billing Frequency: Annually

Customer Contact: Samantha Markley
 Title: College Readiness Manager
 Address: 1421 S Sheridan Rd
 City: Tulsa
 State/Province: Oklahoma
 Zip Code: 74112
 Phone #: (918) 324-4768

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 7-JUN-2023 - 6-JUN-2024				
License and Subscription Fees				

Naviance Premium		500.00	Students	USD 4,280.00
Naviance Premium: Assessment		500.00	Students	USD 0.00

License and Subscription Totals: **USD 4,280.00**

Quote Total

Initial Term	7-JUN-2023 - 6-JUN-2024
Amount To Be Invoiced	USD 4,280.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander", is written over a faint, light-colored rectangular stamp or watermark.

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 14-DEC-2022

PO Number: _____

Tulsa Honor Academy

Signature:

Printed Name:

Samantha Markley

Title:

Date:



PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-742693 - 1
Quote Expiration Date: 31-MAY-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Sydney Middleton	Customer Contact:	Samantha Markley
Customer Name:	Tulsa Honor Academy	Title:	College Readiness Manager
Enrollment:	600	Address:	1421 S Sheridan Rd
Contract Term:	37 Months	City:	Tulsa
Start Date:	15-MAY-2023	State/Province:	Oklahoma
End Date:	30-JUN-2026	Zip Code:	74112
		Country:	United States
		Phone #:	(918) 324-4768

Product Description	Quantity	Unit	Extended Price
Initial Term 15-MAY-2023 - 30-JUN-2024			
License and Subscription Fees			
Naviance Alumni Tracker	1.00	Per Building	USD 479.58

License and Subscription Totals: **USD 479.58**

Professional Services and Setup Fees			
Naviance Alumni Tracker Deployment	1.00	Each	USD 1,125.00

Professional Services and Setup **USD 1,125.00**
Fee Totals:

Training Services			
Naviance Training Remote	1.00	Hours	USD 325.00

Training Services Total: **USD 325.00**

Subscription Period Total	
Subscription Period	15-MAY-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 1,929.58

PowerSchool hereby agrees to allow the Customer to make the following non-standard payments for the current annual term:

Due Date	Payment Amount
31-MAY-2023	USD 0.00
31-JUL-2023	USD 1,929.58

Annual Ongoing Fees as of 1-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

Naviance Alumni Tracker	1.00	Per Building	USD 425.00
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Annual Ongoing Fees Total: **USD 425.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:

Tulsa Honor Academy
Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 12-MAY-2023

Date:

Sales Quote - This Is Not an Invoice

Statement of Work

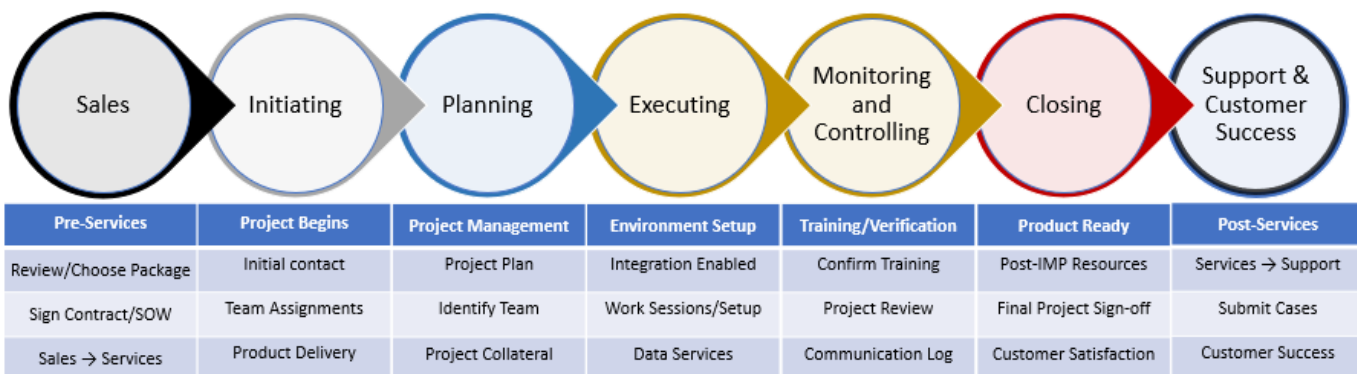
Purpose of Document

The purpose of this Statement of Work (“SOW”) between PowerSchool Group LLC (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. “Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Naviance Alumni Tracker Statement of Work

Initiating

PowerSchool Responsibilities

- Provide Intake information and this Statement of Work.

Customer Responsibilities

- Complete intake information, review and return this Statement of Work.

Assumptions

- Additional consulting hours may be purchased as needed to augment this deployment.
- Optimal project timeline is estimated to be four (4) weeks from Kickoff. Parallel Services deployment initiatives for the Customer may increase or decrease estimated timeline.

Deploy

Completion Criteria

This phase will be considered complete when pertinent core deliverables below are completed:

Naviance Alumni Tracker Deployment	Responsible Party
Project kickoff and review of Alumni Tracker Process	PowerSchool
Enable Alumni Tracker staff permissions	PowerSchool
Import Alumni data attributes in Naviance	Customer
Prepare and send alumni profiles to NSC	PowerSchool
Project close (Review how to access alumni tracker reports and insights dashboards with Customer)	PowerSchool

Closing

PowerSchool Responsibilities

- Transition the Customer to Support, providing instructions on methods of communication with Support.

Customer Responsibilities

- Contact the Support Team with any post-project requests.

Naviance Alumni Tracker Statement of Work

Completion Criteria

This activity will be considered complete when:

- The Customer has been introduced to Support and instructions for post-project support have been provided to the Customer.

Primary Customer Roles & Responsibilities in Project

Roles and Responsibilities
<p>Project Lead: Main contact for the Naviance implementation project</p> <p>Solution Design: Responsible for contributing goals and requirements of Naviance product.</p> <p>Data Integration Design: Has knowledge of any data integrations required and command of providing data to Naviance and extracting data or reports provided by Naviance.</p> <p>Administrative Tool Design: Responsible for requesting any revisions to the administrative toolset.</p> <p>Training Program Design: Responsible for scheduling and facilitating training for appropriate users.</p>
Project Timeline and Customer Expertise
<p>The Implementation process requires that the Customer be prepared to dedicate time and resources with the requisite expertise to prepare for end users to begin using the Naviance product.</p> <p>The Customer must:</p> <ul style="list-style-type: none">• Review and test all technical components to ensure they are built to agreed-upon specifications• Review online materials to establish a baseline command of the tools required.• Assign permissions to staff as needed. <p>The work conducted by the Customer must be planned throughout the implementation for deadlines to be met. The Customer may elect to expand their implementation team and delegate tasks accordingly.</p> <p>To ensure success, designate staff resources to the Implementation who possess:</p> <ul style="list-style-type: none">• An understanding of how the Customer intends to use Naviance• Technical expertise commensurate with the Customer tasks defined throughout the SOW.• The ability and access to extract, provide, receive, and interpret data.

Meetings
<p>Your Naviance PowerSchool will schedule meetings during implementation. These calls will also be checkpoints at which to track progress and ensure deadlines are being met. They will also allow for consultation on any implementation steps assigned. It is critical that the Customer project team be prompt and prepared for each meeting in alignment with the Project Plan provided at the outset of the project.</p>

Change Order Listing

Options: Fund: General Fund, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 4/14/2023 - 5/12/2023, Include
Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
42	07/25/2022	632	Tulsa Public Schools	Lease and grounds keeping of facility	16,268.30
73	07/25/2022	1140	Keystone Food Service	Child Nutrition Services	148.17
74	07/25/2022	949	DSB Creative, LLC.	Website yearly hosting costs	48.00
130	08/01/2022	648	Johnson Rouse & Associates, PLLP	401K administration fees	1,000.00
217	10/14/2022	1256	DS Bus Lines, Inc.	Sports & AfterSchool Bus	185.49
230	10/21/2022	1416	Max Koltuv	Chief Academic Officer Coaching Contract	951.10
240	11/08/2022	1408	ACT, Inc.	Fall tests for Freshman and Sophomores	410.75
314	02/21/2023	816	Amazon Capital Services	PE Equipment	7.01
Non-Payroll Total:					\$19,018.82
Payroll Total:					\$500,353.25
Report Total:					\$519,372.07

Purchase Order Register

Options: Year: 2022-2023, Fund: General Fund, Date Range: 4/15/2023 - 5/11/2023

PO No	Date	Vendor No	Vendor	Description	Amount
341	04/18/2023	699	Wired! Technology Services	basement technology: speakers, clocks, cameras	2,471.60
342	04/18/2023	1041	Kimberly Danae Siftar	travel reimbursement for Excellent School Visit	30.68
343	04/18/2023	771	Kathryn M Freudenheim	airport parking for HS excellent school visit	18.00
344	04/18/2023	1318	H&E Landscape LLC	Sheridan Campus grounds repairs and maintenance	1,000.00
345	04/18/2023	699	Wired! Technology Services	blanket for EOY device repairs	5,000.00
346	04/18/2023	699	Wired! Technology Services	mounted projector in science lab	1,500.00
347	04/18/2023	1336	Mid-town Electric Inc.	mounted projector in science lab	2,000.00
348	04/24/2023	1159	Camfil USA, Inc.	air filters and maintenance at Sheridan Campus	3,492.55
349	04/24/2023	604	Townsend Marketing	Diploma Covers for High School Graduation	700.00
350	04/25/2023	604	Townsend Marketing	Teacher Appreciation Week T-Shirts	700.00
351	04/26/2023	607	Sundance Office Supply	All school program paper	94.50
352	04/26/2023	604	Townsend Marketing	8th Grade Promotion T-Shirts	1,000.00
353	05/01/2023	1204	College Board	AP Testing	4,700.00
354	05/01/2023	1309	Jostens Inc.	Graduation Regalia	650.00
355	05/01/2023	1019	Prosperity Bank	2023 Forum National Conference	2,450.00
356	05/03/2023	1312	Haley A Newby	Refundable expenses	600.00
357	05/03/2023	816	Amazon Capital Services	After-School Program	10,000.00
358	05/08/2023	604	Townsend Marketing	People of the year gifts.	130.00
359	05/08/2023	1312	Haley A Newby	travel reimbursement-Expanded Learning conference	300.00
360	05/10/2023	604	Townsend Marketing	Graduation Signage	50.00
361	05/10/2023	1309	Jostens Inc.	Planners for 23-24 MS & Flores	3,300.00
362	05/10/2023	604	Townsend Marketing	People of the Year recognition	120.00

Non-Payroll Total: **\$40,307.33**Payroll Total: **\$200.23**Report Total: **\$40,507.56**

Activity Fund Deposits					Cleared Activity Fund Expenditures			
Description	Date	Project Code	Total		Description	Date	Project Code	Total
March 2023 Carryover	4/1/23	801 THA HIGH SCHOOL	\$1,521.00		Gene Bush-DJ for MS Dance	04/04/23	830 THA MIDDLE	\$100.00
March 2023 Carryover	4/1/23	802 THA HS STUDENT COUNCIL	\$1,576.59		Vector Entertainment-Prom DJ	04/18/23	802 THA HS STU	600
March 2023 Carryover	4/1/23	830 THA MIDDLE SCHOOL	\$500.00		Reflections Photo Booth-Prom Photo Booth	04/19/23	802 THA HS STU	\$550.00
March 2023 Carryover	4/1/23	861 FLORES MS STUDENT COUNCIL	\$100.00		Komplete Event Rentals, LLC-Prom Decor	04/19/23	802 THA HS STU	\$876.62
March 2023 Carryover	4/1/23	862 FLORES MIDDLE SCHOOL ATHLETICS	\$250.00		Square account verification	04/14/23	802 THA HS STU	\$0.01
March 2023 Carryover	4/1/23	863 FLORES MIDDLE SCHOOL CLUBS	\$150.00		Total Cleared Expenditures			\$2,126.63
Basketball fee	4/13	862 FLORES MIDDLE SCHOOL ATHLETICS	\$50.00					
Sports fees (basketball and	4/13	862 FLORES MIDDLE SCHOOL ATHLETICS	\$590.00		Subaccount	Amount		
Garden Club fees	4/13	863 FLORES MIDDLE SCHOOL CLUBS	\$55.00		801 THA HIGH SCHOOL	\$1,521.00		
Car wash fundraiser	4/13/23	802 THA HS STUDENT COUNCIL	\$135.00		802 THA HS STUDENT COUNCIL	\$1,858.89		
Square account verification	4/14/23	802 THA HS STUDENT COUNCIL	\$0.01		830 THA MIDDLE SCHOOL	\$400.00		
Prom Ticket Sales	4/17	802 THA HS STUDENT COUNCIL	\$52.92		861 FLORES MS STUDENT COUNCIL	\$100.00		
Garden Club fees	4/21	863 FLORES MIDDLE SCHOOL CLUBS	\$55.00		862 FLORES MIDDLE SCHOOL ATHLETICS	\$890.00		
Prom Ticket Sales	4/21	802 THA HS STUDENT COUNCIL	\$2,121.00		863 FLORES MIDDLE SCHOOL CLUBS	\$260.00		
					898 STAFF FUND	\$0.00		
					899 GENERAL FUND REFUND	\$0.00		
Total Previous Month Carryover			\$4,097.59					
Total Current Month Deposits			\$3,058.93					
Total Current Month Expenditures			-\$2,126.63					
End of Month Balance			\$5,029.89					