



BOARD OF DIRECTORS MEETING AGENDA

TUESDAY, AUGUST 15, 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: August 14, 2023 at 5:00 PM

Posted by: Keshia Latham, Board Clerk

PARTICIPANTS

Board Members

Cynthia Jasso (Board Chair)
 Dr. Anna Montgomery (Vice Chair)
 Ryan Myers (Treasurer)
 Ivan Godinez-Reyes
 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) August Meeting Agenda b) July Meeting Minutes c) Routine Staffing Items d) Approval of renewal of Cox contracts for Internet at both campuses e) Approval of Ellevation Terms and Conditions f) Approval of Dayspring Community Services, PFH MOU for counseling services	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) Routine personnel actions implement the various talent strategies and priorities authorized by THA's Board of	Cynthia Jasso, Board Chair	5:32 PM

			<p>Directors. All salaries are listed as the prorated total based on start date.</p> <p>d) Annually, THA renews our Internet services contract. Funded through general fund (subsidized through e-rate)</p> <p>e) Ellevation is where English Language Proficiency Acquisition data is stored. It supports English Language Acquisition Plans. This renewed contract will be paid from the general fund.</p> <p>f) Daysprings serves some THA scholars; this MOU renews our no-cost relationship with them that allows them to service scholars on our campus during the school day. MOU edits will be made to adjust the signer and district name.</p>		
4	VOTE	Approval of Principal Manager Coaching through SOAR Education Partners	Funded 75% through CSGF grant and 25% + travel costs through Tulsa Honor Academy's general fund.	Elsie Urueta Pollock, CEO	5:34 PM
5	VOTE	Approval of related services contract with Elevate.	Elevate offers a variety of related services that are necessary based on scholar Individualized Education Programs. Elevate has worked with other school districts in the past and have the capacity to serve THA scholars. Funded through general fund.	Kate Freudenheim, CAO	5:39 PM
6	VOTE	Approval of 2023-2024 Scholar Fundraisers	Per §70-5-129, the board of education, at the beginning of each fiscal year and as needed during each fiscal year, shall approve all school activity fund subaccounts, all subaccount fundraising activities and all purposes for which the monies collected in each subaccount can be expended.	Elsie Urueta Pollock, CEO	5:44 PM
7	VOTE	Approval of meal charge policy	Per requirements for child nutrition, Tulsa Honor Academy must have a meal charge policy.	Amanda Yuen, COO	5:48 PM

8	VOTE	Approval 918 Fund Grant agreement	OPSRC is administering a number of pipeline programs. The Grant Agreement Form that lists out the requirements for each of the programs that are funded by the 918Fund.	Elsie Urueta Pollock, CEO	5:53 PM
9	VOTE	Approval of Board Nominee, Jimmy Rodriguez Quiroz	Jimmy Rodriguez Quiroz is a Community Service & Sales Advisor with Arvest Wealth Management, a division of Arvest Bank. He is involved in our community by serving on the board at Morton Comprehensive Health Services and Tulsa Global District.	Cynthia Jasso, Board Chair	6:07 PM
10	VOTE	Approval of School Picture Contract	Annually, THA approves an agreement with a vendor for school pictures. The contract is at no cost to THA with costs are paid directly by families or staff purchasing pictures.	Amanda Yuen, COO	6:12 PM
11	VOTE	Approval of Charter School Program Grant Purchases up to \$900K per grant guidelines and approved grant budget.	THA is a recipient of the Charter School Program grant. Funding is currently only guaranteed through September 2023 but may be extended to 2024. The budget is approved through the Oklahoma Public School Resource Center. Timing of purchases is critical and may be fast-paced based on funding availability.	Amanda Yuen, COO	6:17 PM
12	VOTE	Approval of Contract for Counseling Services with a New Way LLC	THA identified a counseling contractor to support scholars across all campuses. A New Way LLC has been identified as a counseling provider that can meet these needs. Costs will come from the general fund with 75% of the service cost will be reimbursed by the Project 722 grant.	Kate Freudenheim, CAO	6:22 PM
13	VOTE	Approval of Animus Digital Hosting and Content Management System Proposal	Animus Digital hosts and manages content on Tulsa Honor Academy's website.	Amanda Yuen, COO	6:27 PM
14	VOTE	Approval of SmartPass Pass	The high school will be using	Amanda Yuen, COO	6:29 PM

		Management Software	Smart Pass for hall pass management this year to better manage and analyze out-of-classroom time. The cost will come from the general fund.		
15	VOTE	Approval of New October Board Meeting Date	Due to staff conflicts, the October 17 board meeting cannot be fully attended by the executive team. However, an October board meeting is necessary for many of the board's duties, such as encumbrance approval.	Elsie Urueta Pollock, CEO	6:31 PM
16	VOTE	Approval of OSSBA Policy Review Service Contract	OSSBA will complete a review of THA's handbooks, negotiated agreements, and current policy manuals/written policies.	Amanda Yuen, COO	6:32 PM
17	VOTE	Approval of nXu Terms and Conditions	nXu is providing Tulsa Honor Academy curriculum and support for SEL (social -motional learning). They are waiving all costs. This will be the 2nd year partnering with nXu. Our partnership with nXu was previously grant-funded.	Elsie Urueta Pollock, CEO	6:33 PM
18	VOTE	Propose executive session to discuss the following items pursuant to O.S. Title 25, Section 307 (B) (1): Discussing the employment matters related to the Chief Executive Officer	Annually, the board reviews CEO performance.	Cynthia Jasso, Board Chair	6:33 PM
19	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	6:48 PM
20	INFO	Activity Fund Report		Elsie Urueta Pollock, CEO	6:53 PM
21	INFO	FY23 activity fund report		Elsie Urueta Pollock, CEO	6:58 PM
22	INFO	Review of Dropout report for 2021-2022		Elsie Urueta Pollock, CEO	7:03 PM
23	INFO	Staffing and Enrollment Update		Amanda Yuen, COO	7:06 PM
24	INFO	Tulsa Honor Academy Renewal Update		Elsie Urueta Pollock, CEO	7:16 PM
25	INFO	Committee Reports -Executive -Governance -Finance		Committee Chairs	7:25 PM

		-Development -Academic Achievement			
26	-	New Business		Cynthia Jasso, Board Chair	7:27 PM
27	-	Adjourn		Cynthia Jasso, Board Chair	7:30 PM



BOARD OF DIRECTORS MEETING MINUTES

TUESDAY, JULY 11, 2023 | 5:30 PM

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)

MINUTES

	Action	Item	Minutes
1	-	Welcome	A regular meeting of the Board of Directors of Tulsa Honor Academy was held on July 11, 2023 commencing at 5:33 PM at THA's Sheridan Campus located at 1421 S. Sheridan Rd.
2	-	Roll Call	PRESENT: Cynthia Jasso Ana Ponce Samantha Aponte Dr. Anna Montgomery John Gawey (Arrived at Item 5) Omare Jimmerson Ashley Chaney ABSENT: Ryan Myers Ivan Godinez-Reyes

3	VOTE	<p>Approval of Consent Agenda</p> <p>a) July Meeting Agenda</p> <p>b) June Meeting Minutes</p> <p>c) Routine Staffing Items</p> <p>d) Approval of HS Textbook Subscription Renewals</p> <p>e) Approval of Edmentum Renewal for credit recovery software</p> <p>f) Approval of updated activity fund subaccounts</p>	<p>A motion was made by Dr. Anna Montgomery to approve the consent agenda with the exception of removing Ben Stewart's name as he has rolled off the board from the agenda as he and the motion was seconded by Ana Ponce.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, Omare Jimmerson, Ashley Chaney, Ana Ponce</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ryan Myers, John Gawey, Ivan Godinez-Reyes</p>
4	VOTE	<p>Approval to declare an immediate emergency under the Public Competitive Bidding Act resulting from damage to the Sheridan Campus caused by the storms on June 18.</p>	<p>A motion was made by Omare Jimmerson to approve Item 4 and the motion was seconded by Dr. Anna Montgomery.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, Omare Jimmerson, Ana Ponce, Ashley Chaney</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ryan Myers, John Gawey, Ivan Godinez-Reyes</p>
5	VOTE	<p>Review of storm damage and approval of related contracts to repair Sheridan Campus</p>	<p>A motion was made by Ana Ponce to approve Item 5 and the motion was seconded by Omare Jimmerson.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, Omare Jimmerson, Ana Ponce, John Gawey, Ashley Chaney</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ryan Myers, Ivan Godinez-Reyes</p>

6	VOTE	Approval of creation of recovery fund	<p>A motion was made by Omare Jimmerson to approve Item 6 and the motion was seconded by Dr. Anna Montgomery.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, Omare Jimmerson, Ana Ponce, John Gawey, Ashley Chaney</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ryan Myers, Ivan Godinez-Reyes</p>
7	VOTE	Approval of Employee Assistance Program Agreement with BHS, up to \$4700.	<p>A motion was made by Cynthia Jasso to approve Item 7 and the motion was seconded by Omare Jimmerson.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, John Gawey, Omare Jimmerson, Ana Ponce, Ashley Chaney</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ryan Myers, Ivan Godinez-Reyes</p>
8	VOTE	Approval of DS Bus Lines Price Increase for 2023-2024	<p>A motion was made by John Gawey to approve Item 8 and the motion was seconded by Ashley Chaney.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, John Gawey, Omare Jimmerson, Ashley Chaney, Ana Ponce</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ryan Myers, Ivan Godinez-Reyes</p>

9	VOTE	Approval of board appointments	<p>A motion was made by John Gawey to approve Item 9 and the motion was seconded by Dr. Anna Montgomery .</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, John Gawey, Omare Jimmerson, Ashley Chaney, Ana Ponce</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ryan Myers, Ivan Godinez-Reyes</p>
10	VOTE	Approval of updated salary ranges	<p>A motion was made by Dr. Anna Montgomery to approve Item 10 and the motion was seconded by Ana Ponce.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, John Gawey, Omare Jimmerson, Ashley Chaney, Ana Ponce</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ryan Myers, Ivan Godinez-Reyes</p>

11	VOTE	Approval of Teach For America Agreements	<p>A motion was made by Cynthia Jasso to approve Item 11 with follow up conversation with TFA's Executive Director and TFA's Vice President, Oklahoma Statewide Innovations and requesting two additions to the contract to include an up to number for alumni participants and a negotiation of the finder's fee for THA staff and any other changes by the Executive Leadership Team. The motion was seconded by Omare Jimmerson.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, John Gawey, Omare Jimmerson, Ana Ponce, Ashley Chaney NAY: ABSTAIN: ABSENT: Ryan Myers, Ivan Godinez-Reyes</p>
12	VOTE	Propose executive session to discuss the following items pursuant to O.S. Title 25, Section 307 (B) (1): Discussing the employment matters related to the Chief Executive Officer	<p>A motion was made by Cynthia Jasso to approve Item 12 and the motion was seconded by Omare Jimmerson.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, John Gawey, Omare Jimmerson, Ashley Chaney, Ana Ponce NAY: ABSTAIN: ABSENT: Ryan Myers, Ivan Godinez-Reyes</p> <p>A motion was made by Dr. Anna Montgomery and seconded by Omare Jimmerson to exit Executive Session.</p> <p>The motion passed.</p>

13	VOTE	Approval of CEO Letter of Agreement	<p>A motion was made by John Gawey to approve Item 13 with cost of living increase and adjustment to number of PTO days and the motion was seconded by Dr. Anna Montgomery.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, John Gawey, Omare Jimmerson, Ana Ponce, Ashley Chaney</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ryan Myers, Ivan Godinez-Reyes</p>
14	VOTE	Approval of New and Modified General Fund and Gift Fund Encumbrances	<p>A motion was made by Omare Jimmerson to approve Item 14 and the motion was seconded by Samantha Aponte.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, John Gawey, Omare Jimmerson, Ana Ponce, Ashley Chaney</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ryan Myers, Ivan Godinez-Reyes</p>
15	INFO	Review of 2021-2022 Annual Report	Madison Curley reviewed the 2021-2022 annual report.
16	INFO	Review of Board Dashboard	Amanda Yuen reviewed academics, financial sustainability, mission, and school climate metrics.
17	INFO	<p>Committee Reports</p> <ul style="list-style-type: none"> -Executive -Governance -Finance -Development -Academic Achievement 	Elsie Urueta Pollock shared an update for the Academic Achievement Committee about Summer Professional development and our PD theme for the year - Rigor. Respect. Results.

18	-	New Business	<p>Amanda Yuen reviewed new hires, resignations/terminations, and stipends that occurred on July 11.</p> <p>A motion was made by Dr. Anna Montgomery to approve the new business related to hiring and the motion was seconded by Ana Ponce.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Samantha Aponte, John Gawey, Omare Jimmerson, Ana Ponce NAY: ABSTAIN: ABSENT: Ryan Myers, Ivan Godinez-Reyes</p>
19	-	Adjourn	The meeting was adjourned at 7:57 PM.



Cox Account Rep:	Jack Bunds - 63989	Cox System Address:
Phone Number:	918-286-4437	11811 E. 51st Street
Fax Number:	877-873-8923	Tulsa, OK 74146

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Tulsa Honor Academy	Full Name:	Amanda Yuen
Street Address:	209 LAKEWOOD	Billing Contact:	(918) 833-9420
City/State/Zip:	Tulsa, Oklahoma 74112	Fax:	
Billing Address:	1421 S Sheridan	Contact Number:	918-946-2587
City/State/Zip:	Tulsa, Oklahoma 74112	Email Address:	Ayuen@tulsahonoracademy.org
Cox Account #:	186-0000000-00		
Merge Bill	No		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 1 Gbps	0	1	\$1,080.00	60	\$1,080.00	
Static IPv4 WAN Address Block - /31	0	1	\$0.00	60	\$0.00	
Static IPv4 WAN Address Block - /30	0	1	\$0.00	60	\$0.00	
IPv4/IPv6 Dual-Stack	0	1	\$0.00	60	\$0.00	
COX OPTICAL INTERNET INSTALLATION	0	1	\$0.00			\$0.00
Totals:					\$1,080.00	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is 1 year beginning July 1, 2023 and ending June 30, 2024, with 2 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit B. Taxes and fees are additional and will be separately stated on Customers invoice.

SLA. The Service Legal Agreement attached as Exhibit C is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

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

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

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

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

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

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

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

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

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

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

Exhibit B

Cox Pricing For Tulsa Honor Academy

Quantity	Fiber Optic Internet	Term	MRC Price
1	1Gb	5 Years	\$1,080
1	2Gb	5 Years	\$1,980
1	3Gb	5 Years	\$2,430
1	4Gb	5Years	\$2,790
1	5Gb	5 Years	\$2,880
1	10Gb	5 Years	\$5,059



Cox Optical Internet Service Level Agreement

1. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Optical Internet Services (“COI Services”) provided to the Customer.

2. **COI Service Availability.** Cox’s objective is to make the COI Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” (collectively and individually, (i) and (ii) shall be referred to as “COI Service Availability”). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center (“RDC”) on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer’s use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A “COI Service Interruption” is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network

("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities / Trouble Reports. Cox will maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. COI Service Installation Delays

(a) COI Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions and Limitations to Service Credit.

(a) Exceptions. Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



Cox Account Rep:	Jack Bunds - 63989	Cox System Address:
Phone Number:	918-286-4437	11811 E. 51st Street
Fax Number:	877-873-8923	Tulsa, OK 74146

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Tulsa Honor Academy	Full Name:	Amanda Yuen
Street Address:	1421 S SHERIDAN RD	Billing Contact:	(918) 833-9420
City/State/Zip:	Tulsa, Oklahoma 74112	Fax:	
Billing Address:		Contact Number:	901-800-9025
City/State/Zip:		Email Address:	Ayuen@tulsahonoracademy.org
Cox Account #:	186-0707882-02		
Merge Bill	No		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term <i>(Months)</i>	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 2 Gbps	1	1	\$1,600.00	60	\$1,600.00	
Static IPv4 WAN Address Block - /30	1	1	\$0.00	60	\$0.00	
Totals:					\$1,600.00	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is 1 year beginning July 1, 2023 and ending June 30, 2024 , with 3 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit B. Taxes and fees are additional and will be separately stated on Customers invoice.

SLA. The Service Legal Agreement attached as Exhibit C is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

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

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

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

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

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

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

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

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

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

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

Cox Response

Exhibit B

Tulsa Honor Academy
1421 S Sheridan
Tulsa, OK 74112
IFCB ID: 220012460

Name of Vendor:	<u>Cox Oklahoma Telecom, LLC, "Cox Business"</u>
Name of Company Representative:	<u>Jack Bunds</u>
Business Address: Phone Number:	<u>11811 E 51st St, Tulsa, OK 74146</u>
SLD SPIN Number:	<u>918-286-4437</u>
	<u>143005575-Cox has current SPAC on all bids.</u>

Bandwidth	Term	Install and/or OTC	Monthly Price
1Gb	5 Years Annual Options	\$0	\$1080
2Gb	5 Years Annual Options	\$0	\$1600
3Gb	5 Years Annual Options	\$0	\$1900
4Gb	5 Years Annual Options	\$0	\$2744
5Gb	5 Years Annual Options	\$0	\$2775



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3. **COI Service Interruption.** A “COI Service Interruption” is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

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(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
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<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network

("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities / Trouble Reports. Cox will maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. COI Service Installation Delays

(a) COI Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions and Limitations to Service Credit

(a) Exceptions. Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

Curriculum Associates, LLC Price Quote - Q-37847

Version: 1

Quote Date: 7/19/2023

Quote Expiration Date: 10/31/2022

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC

Representative: Marc Deising

Email: marc.deising@ellevationeducation.com

Phone: 617-307-5755

Address: 153 Rangeway Road,
North Billerica, MA 01862

Start Date: 9/1/2023

Customer: Tulsa Honor Academy

Contact Name: Steven Ramos

Email: sramos@tulsahonor.org

Phone: 918-815-6309

Address: 209 S. Lakewood Ave.,
Tulsa, OK 74112

End Date: 8/31/2024

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation Platform	656	\$14.50	\$9,512.00
Subscription Total:			\$9,512.00

Services Fees

Services Total:	\$0.00
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Total Investment - Q-37847

Grand Total:	\$9,512.00
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order
to your Ellevation Sales Rep at: marc.deising@ellevationeducation.com

Memorandum of Understanding (MOU)
Private Mental Health Services for Students in the School Setting

This Memorandum of Understanding (MOU) is entered into on the **1st day of August, 2023** by and between **Tulsa Honor Academy**, hereinafter referred to as “District,” and Dayspring Community Services, (PFH), an Oklahoma corporation.

WHEREAS, the **District** and **Dayspring Community Services, PFH** desires to enter into a Memorandum of Understanding advantageous to both parties.

WHEREAS, **Dayspring Community Services, PFH** desires to provide the mental health and school social work services under the terms and conditions of this MOU.

NOW, THEREFORE, the parties agree as follows:

1. With respect to the students receiving private mental health services or social work services in the school setting, Dayspring Community Services, PFH shall provide an employee to deliver individual and family counseling, family intervention, and other mental health services to students at the assigned school. The Dayspring Community Services, PFH employee shall be a licensed clinical social worker or licensed mental health counselor or under supervision with a licensed mental health counselor.
2. In the event that a Dayspring Community Services, PFH employee providing services under this MOU is not providing services in accordance with the stated direction provided by the school district, the designated Dayspring Community Services, PFH administrative representative will be contacted. In the event that said issues are not resolved, Dayspring Community Services, PFH will, upon written request by the District, remove said personnel immediately from the program.
3. All wages, taxes, benefits and other employment-related expenses and duties associated with the Dayspring Community Services, PFH Employees are the sole responsibility of Dayspring Community Services, PFH.
4. The District agrees to provide adequate space determined by the site principal or designee. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day.
5. Dayspring Community Services, PFH will maintain all records, logs and documentation, including progress notes, prepared by the Dayspring Community Services, PFH Employees concerning students in the Program in compliance with the Family Educational Rights and Privacy Act.
6. Dayspring Community Services, PFH will comply with District requirements regarding meeting logs and sign-in procedures when rendering care to students and/or attending meetings such as IEP or parent teacher meetings.
7. Dayspring Community Services, PFH shall act as a Medicaid Provider for all services provided under this MOU and will promptly bill Medicaid for all services provided to District students who are Medicaid eligible pursuant to the fee schedule set forth in federal and state law. Dayspring Community Services, PFH will comply with the requirements of state and federal law and regulations in seeking reimbursement for services provided. Furthermore, Dayspring Community Services, PFH is responsible

for all direct service costs incurred in the delivery of services in the event a service is deemed ineligible for reimbursement by the payer.

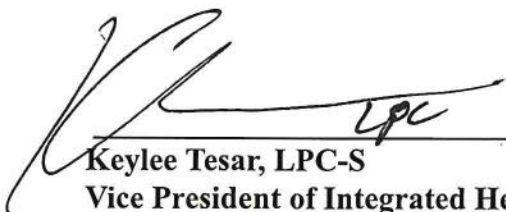
8. Also, as the Medicaid Provider under this MOU, Dayspring Community Services, PFH shall specifically indemnify and hold harmless the District, its officers, administrators, board members, employees, agents, assigns and attorneys from and against any and all liability, loss or expense, including reasonable attorneys' fees, relating to any legal proceedings (including, but not limited to, administrative proceedings), penalties, claims, or Medicaid disallowances arising out of any omission, fault or negligence by Dayspring Community Services, PFH, its agents, employees or anyone under its direction or control, or on its behalf, in connection with the billing and reimbursement from Medicaid as required in this MOU.
9. Each party (the "indemnifying party") shall indemnify and hold harmless the other party, its agents, officers, members and employees (collectively, the "indemnified party") from all damage, losses, obligations, liabilities, claims, costs and expenses (including reasonable attorneys' fees, penalties and fines) incurred by the indemnified party incident to any threatened or actual claim, demand, suit or action which relates to or arises out of misconduct, negligence, error, omissions, actions or inactions on the part of the indemnifying party in the performance of this MOU.
10. Dayspring Community Services, PFH agrees that prior to entering into this Agreement Dayspring Community Services, PFH has obtained a Commercial General Liability ("CGL") insurance policy, Professional Liability insurance policy ("PL") and School Leaders Legal liability insurance policy ("SLL") (otherwise known as Directors and Officers Liability insurance), each insuring an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Dayspring Community Services, PFH agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, Dayspring Community Services, PFH must immediately notify the District.
11. Further, Dayspring Community Services, PFH affirms that its employees and any subcontractor who will be on District property and acting on behalf of Dayspring Community Services, PFH in performance of this Agreement are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from the District.
12. The Dayspring Community Services, PFH employees will operate in accordance with applicable federal and state laws and regulations and District policies, rules, regulations and guidance applicable to the Program.
13. The District and Dayspring Community Services, PFH agree that student safety is a top priority. In an effort to protect student safety, Dayspring Community Services, PFH agrees that it will not hire any individual, whether as an officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. Dayspring Community Services, PFH also declares that none of its employees working on school premises is currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act.

14. Dayspring Community Services, PFH shall submit written proof to the District's Department of Guidance and Counseling that all applicable Dayspring Community Services, PFH employees have passed background checks and a drug screening prior to their entering the building of the school to provide services pursuant to this MOU.
15. All Dayspring Community Services, PFH employees must have in their possession, at all times, a current photo ID which identifies them as a staff member of Dayspring Community Services, PFH.
16. Dayspring Community Services, PFH will partner with the District to provide continuing education to the district including trauma informed care trainings. Dayspring Community Services, PFH will provide the district with a menu of training options already in use and will collaborate with the District to create additional trainings specific to the District's unique needs.
17. Dayspring Community Services, PFH will provide crisis screenings when requested or necessary via in-person assessment or virtual assessment to be rendered by a Master's Level Therapist. Crisis support will be provided to the District in the event that the District experiences an event resulting in the need of mental health support. In this event, Dayspring Community Services, PFH will deploy their Crisis Support Team to the District. In addition, Dayspring will collaborate with the District regarding threat assessments and re-entry plans to students receiving services from Dayspring providers. Any threat assessments or re-entry plans will be completed by a Master's Level Therapist.
18. *No financial Relationship*: Neither Applicant Organization or Collaborative Partner have any financial interest in the other. Collaborative Partner is not aware of any financial relationship between Tulsa Honor Academy, Inc. in Tulsa County, Oklahoma and Preferred Family Healthcare's Board of Directors, officers, physicians or employees.
19. *Non-Exclusivity*: Each party acknowledges that this understanding is not exclusive. Collaborative Partners may use other community partners for similar type service and Applicant Organization acknowledges that clients have the right to receive private substance abuse services from the provider of their choice.
20. Either Dayspring Community Services, PFH or the District may choose to discontinue services during the term of this MOU for any reason with thirty (30) calendar days' written notice to the other party.

This Memorandum of Understanding is not a legally binding agreement, but simply a statement of the parties' present intentions.

IN WITNESS WHEREOF, the District and Dayspring Community Services, PFH have executed this MOU on the day and year first above written.

Amanda Yuen, COO
Chief Operating Officer
Tulsa Honor Academy, Inc.



Keylee Tesar, LPC-S
Vice President of Integrated Health Services
Dayspring Community Services
A Division of Preferred Family Healthcare, Inc.

SOAR EDUCATION PARTNERS TERMS AND CONDITIONS AGREEMENT

THIS TERMS AND CONDITIONS AGREEMENT (“**Agreement**”) is entered into by and between Tulsa Honor Academy (“**Client**”) and SOAR Education Partners, LLC, a Oregon state limited liability company (“**Consultant**”), as of the 15th day of August in 2023 (“**Effective Date**”). Each of Client and Consultant are referred to separately as “**Party**” and are referred to collectively as the “**Parties**.”

WHEREAS, (a) Client desires to engage Consultant as an independent contractor for the specific purposes of coaching or providing trainings per the terms of a Statement of Work and (b) the Consultant desires to provide Client with such Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

- 1) **STATEMENT OF WORK.** Client is hiring Consultant to provide Services in accordance with the terms and conditions of this Agreement and any related Statement of Work (“**SOW**”). A SOW means the description of the tasks or services to be provided by Consultant. Each executed SOW, any amended SOW, and any corresponding purchase orders from Client shall be incorporated into and made a part of this Agreement.
- 2) **ENGAGEMENT AND PERFORMANCE OF SERVICES.**
 - a. **2.1 Services and Work Product.** Client hereby engages Consultant to provide the Services and Work Product to Client, and Client will pay Consultant for the Services and Work Product in accordance with the terms and conditions of this Agreement and any applicable SOW. As used in this Agreement, the “**Services**” means any and all services delivered by Consultant as described in an SOW and delivered to the Client in the performance of the Engagement. As used in this Agreement, the “**Work Product**” means any and all materials delivered by Consultant to Client for the provision of the Services.
 - b. **2.2 Consultant’s Performance.** Consultant will provide the Services or Work Product in a timely and professional manner and in accordance with the applicable SOW or amended SOW, any Change Order, and this Agreement. The manner, means, and method that Consultant uses to provide the Services are in Consultant’s sole discretion and control.
 - c. **2.3 Client’s Responsibilities.** Client is responsible to meet all Client deadlines and responsibilities set forth in a SOW or in preparation communications. Client shall be liable for late or missed Client deadlines, which may include a possible increase of fees. Consultant maintains the right to cancel or postpone any Services as a result of missed Client deadlines that impact Consultant’s ability to prepare materials and plan effectively and Client will be liable for any expenses incurred as a result of any such cancellation or postponement.
 - d. **2.4 Term.** This Agreement shall commence on the Effective Date and shall remain in effect for as long as Consultant is providing any Services pursuant to any SOW.
 - e. **2.5 Material Changes to the Scope of Service.** If, while this Agreement or any SOW is in effect, Client requests a change that will alter the scope of the Services or Work Product as contemplated in the SOW, e.g., additional participants, extended access to Work Product, or provision of additional Services, Consultant will notify Client with an estimate of anticipated changes and any associated additional fees (a “**Change Order**”). Payment under the changed scope will be negotiated at the time of notification.
- 3) **PAYMENT.** Client shall pay all fees within thirty (30) days after receipt of an invoice submitted by the Consultant to the designated contact person. Overdue payments may be subject to late fees. Charter School Growth Fund has provided written confirmation that they will reimburse THA 75% of this cost of this contract up to \$20,000 in total reimbursement (see Exhibit B).

- 4) **INDEPENDENT CONTRACTOR RELATIONSHIP.** Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Client will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Consultant's behalf.
- 5) **INTELLECTUAL PROPERTY RIGHTS.** Consultant retains all right, title, ownership, and interest in and to Consultant and any other trademark registered or common law right either now or in the future, as well as all materials of the Consultant, including, without limitation, the service mark, presentations, workshops, blog posts, products, materials, information, ideas, concepts, know-how, techniques, tools, templates, models, software, procedures, documentation, technology, interfaces, databases, reports, processes, best practices and methodologies owned or licensed by or developed on behalf of Consultant or any of its suppliers as well as any other method or script utilized by the Consultant related to or arising from provision of any Services. Nothing in this Agreement shall be construed to grant Client any right, title, ownership, or interest in or to all Services, Work Product, and in any underlying intellectual property, other than the rights to use the Services and Work Product granted under this Agreement. Client's use of any materials provided, distributed, or made accessible by Consultant is only for Client's use and may not be uploaded to any shared service or used for purposes of any retraining. Client may not exploit or make any commercial use of any of Consultant's materials. For the avoidance of doubt, Client is not granted any right, title, or interest in or to any Consultant materials and Consultant reserves all rights not explicitly granted in this Agreement or a SOW. Client must obtain Consultant's prior written consent of Consultant for any use of any Consultant materials or Work Product not explicitly allowed by this Agreement. Client grants Consultant permission to include Client's name and logo and to publicly identify Client as a client of SOAR Education Partners, LLC. Neither Party may, without the express written consent of the other Party, divulge the terms of this Agreement or make any public statement about the Services performed hereunder.
- 6) **CONFIDENTIAL INFORMATION.** As used herein, "Confidential Information" means all information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. For avoidance of doubt, "Confidential Information" shall mean any and all technical and non-technical information provided by Consultant to the Client including, without limitation templates, ideas, works of authorship, models, related to the current, future, and proposed products and services of each of the Parties. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed in order to enforce this Agreement or pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance written notice to the Disclosing Party to the extent legally permitted). The Receiving Party acknowledges that disclosure of Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.
- a. Subject to the terms and conditions of this Agreement, the Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose

outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

- b. The Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party, and will protect the confidentiality thereof in the same manner as it protects the confidentiality of its own Confidential Information and at all times shall exercise at least a reasonable degree of care in the protection of Disclosing Party's Confidential Information.

7) TERMINATION.

- a. **7.1 Termination.** Either the Client or Consultant may terminate this Agreement at any time with 10-days' written notice. Client agrees to pay Consultant for the Coaching Services rendered through and including the effective date of termination of the Agreement. Any other non-refundable expenses incurred by Consultant such as non-cancellable travel plans shall be due and payable to Consultant and, if such fee has already been paid, is nonrefundable.
- b. **7.2 Survival.** The following provisions will survive termination of this Agreement: Sections titled "Intellectual Property Rights," "Confidential Information," "Survival," and "General Provisions."

8) LIMITATION OF LIABILITY.

- a. **8.1 Limitation of Liability.** Except for amounts owed by Client to Consultant under this Agreement, in no event shall either Party be liable to the other Party for any damages resulting from lost profits or revenue or for any special, indirect, incidental, punitive, exemplary or consequential damages in any way arising out of or in connection with the Services or any Work Product, or otherwise relating to this Agreement, however caused, even if the other Party has been made aware of the possibility of such damages. To the maximum extent permitted by law, in no event shall either party's total liability arising under or relating to this Agreement or any SOW exceed the amounts paid and payable by Client to Consultant under this Agreement and any SOW. The foregoing limitation of liability is cumulative for all claims in any matter related to this Agreement and any SOW is not per incident.

9) GENERAL PROVISIONS.

- a. **9.1 Governing Law and Venue.** This Agreement and any claim, controversy, right, obligation, or dispute arising under or related to this Agreement, the relationship of the parties, and the interpretation and enforcement of the rights, performance obligations, and duties of the Parties shall be governed by and construed in accordance with the laws of the state of Oklahoma, without regard to conflicts of laws principles. The parties irrevocably and unconditionally agree to the exclusive jurisdiction of the courts of the state of the Oklahoma.
- b. **9.2 Modifications; Waiver; Severability.** No modification of or amendment or addition to this Agreement or any SOW is valid or binding unless set forth in writing and fully executed by both Parties. Any waiver of any right or remedy under this Agreement or any SOW must be in writing and signed by each Party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law, preserving to the fullest permissible extent the intent and the agreement of the parties.
- c. **9.3 No Assignment.** This Agreement, and the party's rights and obligations herein, may not be assigned by either party without the other's prior written consent, and any attempted assignment in violation of the foregoing will be null and void. The terms of this Agreement will be binding upon assignees.

- d. **9.4 Notices.** Any notice or communication permitted or required by this Agreement shall be in writing and sent via certified or registered mail, return receipt requested, or by overnight courier service to the other Party as follows:
- e. **9.5 Entire Agreement; Facsimile Transmission/Counterparts.** This Agreement including all executed SOWs is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matter. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any SOW now or hereafter executed by the Parties, the terms of the SOW shall govern. There are no third-party beneficiaries to this Agreement. This Agreement does not create any right enforceable by any person or entity who is not a Party to this Agreement. This Agreement including any SOW may be executed and delivered by facsimile or email, and upon receipt such transmission shall be deemed delivery of an original. This Agreement (including any SOW) may be executed in several counterparts each of which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the day and year first above written.

EXHIBIT A: STATEMENT OF WORK

Bi-Weekly Remote Coaching Sessions (July-June)

Focus of / deliverables created through coaching sessions:

- Skill building Kate on effective principal management including review of artifacts and videos from her coaching and co-planning of her coaching systems
- Documentation of the THA approach to principal management for other for organization to fall back on as it grows
- Support for roll out of THA approach for '23-'24 school year

Two In Person One Day Site Visits

Focus of / deliverables created through coaching sessions:

- Observation of Kate conducting principal coach activities with feedback to her

Project Fee

Bi-Weekly Coaching: \$11,700 (39 hrs at \$300/hr)

Site Visits: \$9,000 (2 days at \$3,000 per day plus planning and follow up)

CEO Coordination: \$3,600 (12 one hr session at \$300/hr)

In addition to these fees, the project would require reasonable travel expenses for the two site visits.

EXHIBIT B: Charter School Growth Fund Funding Commitment

From: Malia Burns <maliaburns@gmail.com>
Sent: Wednesday, June 7, 2023 4:53 PM
To: Kfreudenheim <kfreudenheim@tulsahonor.org>
Cc: Max Koltuv <mkoltuv@bluum.org>
Subject: Congrats! Principal Manager Coaching Introduction

Dear Kate,

I hope you're doing well and having a positive end to the school year!

I'm excited to share that you have been officially selected to receive subsidized coaching through the Charter School Growth Fund's Principal Manager project.

You have been matched with the thoughtful and talented Max who is copied on this email.

Please set up some time in the next week or so to chat with Max about your coaching needs and to create a contract for your work together.

We've found that successful partnerships identify goals and concrete outcomes that align organizational priorities, principal manager strengths and opportunities, and principal management best practices. For many orgs it was helpful to have the principal manager's manager in the initial conversation.

CSGF will subsidize 75% of a coaching contract up to \$20,000. Your org will pay the coach directly, and CSGF will reimburse your org. Half of the reimbursement will be sent to your org within the first two months of coaching, and the other half will be sent at the end of the coaching contract.

Please let me know if you have any questions!

Looking forward to learning alongside you this year!

CONSULTANT: SOAR Education Partners

CLIENT: Tulsa Honor Academy

By: _____

By: _____

Name: Max Koltuv_____

Name: _____

Date: 6/21/23_____

Date: _____

PHYSICAL, OCCUPATIONAL AND SPEECH THERAPY CONTRACT TULSA HONOR ACADEMY 2023-2024 SCHOOL YEAR

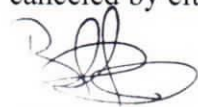
This contract between the Tulsa Honor Academy and Elevate Pediatric Therapies is for the purpose of providing physical, occupational and speech therapy services to the students of the Tulsa Honor Academy that qualify for these services for the 2023-2024 school year.

Under this contract, all licensed professionals to include licensed physical therapists, licensed physical therapy assistants, licensed occupational therapists, licensed occupational therapy assistants, licensed speech language pathologists and licensed speech pathology assistants employed by Elevate Pediatric Therapies will provide services to the Tulsa Honor Academy. These services will include but are not limited to consultations, evaluations, establishing and implementing indicated treatment programs, recommendations for management of the treatment program in the classroom, attending IEP meetings, conferencing with other therapists, staff, teachers, and parents as well as documentation. Other than documentation and conferencing, these services will be provided on site unless they are required by the Tulsa Honor Academy to be provided through Distance Learning. This contract will cover the period from August 1, 2023 to June 30, 2024. It is agreed that the Tulsa Honor Academy will pay Elevate Pediatric Therapies at a rate of \$58.00 per hour for the above mentioned services.

It is understood that Elevate Pediatric Therapies invests significant time, energy and resources in the securing and training of top level physical, occupational and speech therapists to faithfully serve the school district.

It is understood, by signature, that the school district will not hire an Elevate physical, occupational and/or speech language professional for a period of 1 year after the completion of the current contract period.

This contract may be amended by mutual agreement of the parties hereto or may be canceled by either party upon 30 days written notice.



Elevate Pediatric Therapies
Authorized Signature

7/19/2023
Date

Tulsa Honor Academy
Authorized Signature

Date



2023-2024 SCHOLAR FUNDRAISERS

NETWORK-WIDE FUNDRAISERS

Fundraiser	Description	Funding Supports
THA Gear	Sell THA apparel/items to families.	-Network-wide, THA Middle School, THA Flores Middle School and THA High School subaccounts

THA FLORES MIDDLE SCHOOL FUNDRAISERS

Fundraiser	Description	Funding Supports
Club Fees	Scholars will pay set fees to participate in extracurricular clubs and activities.	Scholar activities
Talent Show tickets	Student council arranged talent show (after school hours) to build community	student council events such as the dance
Concession stand sales	Sales at athletic & student council events	athletic bussing, referee fees, concessions, uniforms
Dance ticket sales	Student council-organized dance	Costs of running the dance and other student council events; concessions
Extracurricular entry fees	Scholars will pay a fee determined by the facilitator.	supplies required for extracurriculars
Athletic program entry fees	Scholars will pay a fee determined by the facilitator.	athletic bussing, referee fees, uniforms, supplies

THA HIGH SCHOOL FUNDRAISERS

Fundraiser	Description	Funding Supports
Car Wash	Conduct Car wash on Site to support scholar activities, e.g., dances, prom, homecoming.	Scholar activities
Concession Sales	Selling concessions at THA High School activities	Scholar activities
Yearbook Sales	Yearbook Club puts together a Yearbook. Yearbooks will be sold to scholars towards the end of the year.	Scholar activities



Student vs. Teacher Soccer and Basketball Games	The soccer team and the basketball team will play a team of teachers. An admission fee will be charged for scholars and families to watch the game.	Transportation for sporting events, Worker costs (i.e. referees, score keepers, announcers, book keepers, ticket sales table workers, etc.)
Tickets to Seasonal Dances	Spring, Fall or Winter dances ticket sales.	Scholar activities
Athletic Event Contest	Scholars and/or family members would pay to compete in a gym based athletic event such as a 3 point or half court contest with the possibility of winning a prize.	Transportation for sporting events, Worker costs (i.e. referees, scorekeepers, announcers, bookkeepers, ticket sales table workers, etc.)
Nerdy Knight Trivia Night	Scholars and/or family members would pay to compete in a trivia event.	Prom, School Dances, other School Spirit needs.
Talent Show	Scholars and/or family members would pay to compete in talent show.	Prom, School Dances, other School Spirit needs.
Prom Ticket Sales	Senior students will have to pay for their tickets to prom, depending on previous funds accumulated. Tickets will cost anywhere between \$45-60.	Prom Venue, Decor.
Cici's Pizza Night	Partnership with Cici's Pizza (as schools have done in the past) inviting students to come dine and a portion of proceeds will go to 12th grade class officer's funds	Activity Fund: 12th grade class officers Prom Budget
iHop Night	Partnership with iHOP inviting students to come dine and a portion of proceeds will go to 12th grade class officer's funds	Activity Fund: 12th grade class officers Prom Budget
Buffalo Wild Wing Night	Partnership with Buffalo Wild Wings inviting students to come dine and a portion of proceeds will go to 12th grade class officer's funds	Activity Fund: 12th grade class officers Prom Budget
Club Fees	Scholars will pay set fees to participate in extracurricular clubs and activities.	Scholar activities



THA MIDDLE SCHOOL FUNDRAISERS

Fundraiser	Description	Funding Supports
Club Fees	Scholars will pay set fees to participate in extracurricular clubs and activities.	Scholar activities
Concession Sales	Selling concessions at THA Middle School activities	Scholar activities
Entry Fees	Scholars/families will pay an entry fee to games, extracurricular events, etc.	Scholar activities
Scholar-to-Scholar Celebration Grams	Scholars purchase grams to distribute to peers for school celebrations (i.e. test prep, meeting grade or schoolwide goals)	Funds raised will cover 8th grade celebration events



THA Meal Charge Policy

Tulsa Honor Academy encourages all scholars to eat healthy and nutritious meals and is the primary goal of the Child Nutrition Department to provide meals to all THA scholars. All scholars have the option to purchase breakfast and lunch, and scholars who qualify are encouraged to complete an application for free or reduced meals. For convenience, applications are available in each school's front office.

For those scholars whose families do qualify, breakfast and lunch are provided for free or at a reduced price. Prior to any meals being served free or at a reduced price, a current, processed, and approved application must be on file with the front office. New applications must be completed each school year and families are expected to pay for meals received until an application is received, processed, and approved. Any charges incurred prior to an application being approved must be paid by the family. However, scholars who were eligible to receive free or reduced price meals on the last day of school the previous year may eat as a free or reduced price scholar for the first 30 days of school, based on their prior year status. After that, if a new application is not received, processed, and approved, the family will need to pay full price for their meals.

At mealtime, each scholar enters their account number, and the cost of the meal is debited to their account at the point of sale. Families have the option to bring money to pay for meals to the front office to have a credit on their scholar's account or to pay delinquent charges. Meal accounts are not to be considered charge accounts. Money must be deposited on a regular basis if the scholar expects to eat school meals. Credit cards and cash may be brought to each campus's front office for payment processing.

Tulsa Honor Academy recognizes there are occasions when a scholar may need to charge a meal due to a variety of circumstances. If charges continue to accumulate, families will be encouraged to complete a free and reduced price meal application form. Repayment of delinquent debt/charges may be paid off all at once, or may be made in smaller repayments until the debt is paid in full. Any charges remaining on the student's account at the end of the school year will be transferred into the next school year, and remaining years, until the debt is paid.

Middle School Charge Policy

Each Friday, families will receive their scholar's weekly progress reports with their scholar's current lunch balance. Families are encouraged to pay the previous week's balance by the following Wednesday. Once a balance reaches \$25.00 families will receive a lunch balance notice letter. Upon receiving the letter, families have 1 week to pay the fee balance. Once a balance reaches a \$50.00 balance, families must meet with their school's leadership team. Families may contact their school's Assistant Principal of Operations or Principal in order to set up a repayment plan.

High School Charge Policy



Once a balance reaches \$25.00 families will receive a lunch balance notice letter. Upon receiving the letter, families have 1 week to pay the fee balance. Once a balance reaches a \$50.00 balance, families must meet with their school's leadership team. Families may contact their school's Assistant Principal of Operations or Principal in order to set up a repayment plan.

Adult Customers

Teachers, leaders, parents, and any other adults will not be allowed to charge meal purchases to their account. All THA staff must complete their site's adult meal process in order for payment to be deducted from their paycheck. External or visiting adults must prepay for their meal.

LEGAL REFERENCE: Reference USDA Memos SP58-2016, SP-23-2017
REVISED AND ADOPTED: 08/15/2023



Portrait Renewal Agreement

1 Year 2 Years 3 Years Bid

Office Use Only

School #: _____

School Year: _____

School: _____ County: _____ District: _____ Phone: _____

Ship Address: _____ City: _____ ST: _____ Zip: _____

Mail Address: _____ City: _____ ST: _____ Zip: _____

Title	Name	Email	
_____	_____	_____	Grades at Campus: _____
_____	_____	_____	# of Classrooms: _____
_____	_____	_____	Underclass Enrollment: _____
_____	_____	_____	Senior Enrollment: _____
_____	_____	_____	
_____	_____	_____	

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

_____	Date _____	Time _____	Location _____	Program _____
Notes	_____			
_____	Date _____	Time _____	Location _____	Program _____
Notes	_____			
_____	Date _____	Time _____	Location _____	Program _____
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_____	Date _____	Time _____	Location _____	Program _____
Notes	_____			
_____	Date _____	Time _____	Location _____	Program _____
Notes	_____			

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

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

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

School Representative Signature

Date

Wendy Surget

Strawbridge Studios Representative

Date

Print Name

Print Name



Kansas/Oklahoma

School Picture RFP

Home Office

PO Box 3005

Durham, NC 27715

Phone: 800-326-9080

Fax: 919-286-7185

Local Office

Wendy Surget

Wichita KS

Phone: 239-682-7074

Response Submitted By:

STRAWBRIDGE
s t u d i o s i n c .

Strawbridge Studios, Inc. is pleased to present the following proposal for **School Pictures**. It is our hope that you will find the products, services, and value we offer to be a perfect match for the students, parents, staff, and School District.

Our Organization

- We are a fourth generation, family owned, and operated company founded in 1923 by J. E. Strawbridge.
- In 1954 we were incorporated in the state of North Carolina and today provide services nation.

"Honest Value Never Fails"

J. E. Strawbridge

Our Commitment

- Provide parents with high quality pictures at affordable pricing.
- Provide schools with exceptional service and a flawless picture day.
- Provide students with a fun picture day experience.

Our Promise

- Every package, service item, and digital product is 100% guaranteed.
- Courteous and professional staff.
- Safety! We will ensure the security and privacy of all student data and images. Our staff will make sure the photography area is safe for students and to ensure we hire the best people to represent our company, schools, and customers all Strawbridge Studios employees have a complete criminal background check performed before they are hired.

Should you have any questions concerning our services or benefits listed in this proposal, please feel free to call us or email. Thank you for reviewing our proposal and for the opportunity to serve your district.

Wendy Surget, Territory Manager

239-682-7074

Wendy.surget@strawbridge.net

WHY CHOOSE STRAWBRIDGE STUDIOS, INC.

■ **Reputation** - Strawbridge Studios, Inc. is a reputable, debt-free company that has provided schools, students, and their family's quality products at a great price with outstanding service for ninety-five years. Every year since our founding in 1923, Strawbridge Studios has grown, expertise, and capacity. We currently provide portrait services to over 8,000 schools across 20 states making us the 3rd largest school photography company.

■ **Our Structure** – Our structure includes employing “Territory Managers” within each state we serve. The Territory Manager oversees a particular region within the state and services all accounts within his/her jurisdiction. A Territory Manager's role is to manage sales, customer service and photography. They will work closely with each school to schedule picture dates, determine the number of photographers needed for each picture day, implement any picture programs the school requests and make sure their staff is well trained in order to provide our customers with the highest quality portraits, products and service. We feel this structure sets us apart from our competition because our Territory Managers are a school's main point of contact, so a school doesn't have to make several phone calls or speak with several different people to get a question or concern answered.

We also employ full-time salaried photographers, not hourly workers only used for a few weeks per season. This allows us to send only the finest photographers to capture the best portraits possible.

■ **Our Family Values** - Strawbridge Studios, Inc. is 100% family owned and operated. This is a tradition that we are proud of and plan to continue.

Strawbridge Studios' position as a leader in the school portrait industry is sustained by our employees and their commitment to a set of core values that guide our decision-making and all interactions with our customers: ***1. Do what's right. 2. Do your best. 3. Treat others how you would like to be treated.***

■ **Customer Service** - Customer service at Strawbridge Studios is second to none. Our customer service department can be reached via a toll-free phone call from 8:00 a.m. – 5:00 p.m. weekdays or via email at customerservice@strawbridge.net. Bi-lingual representatives are always available.

■ **Partnership** – Our focus is on being a partner, not a vendor, and truly getting to know the schools we serve and help share the many great things going on in their community. Below are just a few of the many ways we will partner with your school district.

- Faculty and staff ID cards at no charge
- Provide printed material to help market the schools/district mission, message, and even upcoming activities (Brochures, Banners, etc.)
- Each staff and faculty will receive a free picture package. Volunteers on picture day will receive a package C for helping.
- Quick access to student, faculty, and candid images through an online portal to download images. If preferred, CD's are also available for the yearbook.
- Student Directories.

■ **Journey Program** – Journey is a portrait program proprietary to Strawbridge Studios which tracks a child's journey through their school years. We store every single image we photograph for this truly priceless product. See more details on page 17.

REPUTATION

We offer portraits for all grade levels that include value pricing, experienced and knowledgeable staff, fast turnaround time on all products and services, and superior customer service. We also have an in-house printing department to produce items for our schools like brochures, business cards, banners etc.

Strawbridge Studios, Inc. can provide photography services for any need or request a school may have. We have experience in all areas of photography; Fall, Spring, Classroom Groups, Clubs, Sports, Prom/Dance, Seniors, Candid Photography, Band, and any other special activity. Our entire staff and team take pride in what we do each day capturing memories and providing quality products at a great price with outstanding

service to our customers. They will work with the administrators and staff at each campus to ensure all needs and requirements are met.

See quotes below from a few of our customers on what they have to say about Strawbridge Studios, Inc.

al different companies take our students' photographs, and Strawbridge is by far the

"Thank you Strawbridge for making fall school pictures run so smoothly! Your staff arrived on time and with treats, set up quickly and were ready early for staff to come in and do their pictures. You also had working equipment with a very knowledgeable staff that worked the cameras and were not only fast but very friendly to our students, staff, and parent volunteers! We just received our shipment today and the pictures turned out with great quality! The staff weren't upset with any of their pictures, and that's a first! Thanks again."

*Amanda Klein, Textbook Clerk
Shafer Elementary, TX*

most accommodating and reliable company we have worked with. Parents are very pleased with the

COMPANY BACKGROUND

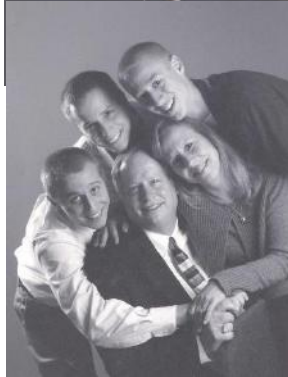
Strawbridge Studios, Inc. is an American school portrait and yearbook company. The founder, J.E. Strawbridge, became a school photographer in 1921 and after learning the trade, opened his own business in 1923 that began in the basement of his home. It was his vision and dedication that inspired the success of the company. In 1951 J.E. retired and passed the business onto his son, Harold who successfully operated the business for over 45 years and formed Strawbridge Studios into a corporation. His business practices and

"In the ten years at this school, we have had sever quality of the photographs as well as the prices."

*Cindy McAdams
Oconee County Middle, GA*

company and our future. His son has currently taken a leadership role in the business and is the 4th generation to lead Strawbridge Studios, Inc.

Each year we have continued to expand and grow under the direction of all 4 generations. Strawbridge Studios, Inc. is currently the 3rd largest school portrait provider in the nation operating in 16 states. We have an expansion team in place that is focused on the continued growth of our company into new markets. Our strategy to expand is the continued development and commitment to our research and implementation of new technology, custom marketing material to help tell our customers story, as well as development of new innovative products and services that are unique to the entire industry.



Our accomplishments include:

- Continued growth each year in operation.
- Being a debt-free company.
- Our expansion into 16 additional states outside of our home state of North Carolina.



- We are proud to be the official photographer for several organizations that include the NC Sports Hall of Fame, North Carolina Association for Supervision and Curriculum Development, South Carolina Association for Supervision and Curriculum Development, Durham Elementary School's Service Project and the Junior Achievement of the Triad.

Strawbridge Studios, Inc. does have the ability and the experience to complete the required work of this RFP and we look forward to servicing the schools, students, families, and the school district.

YOUR LOCAL REPRESENTATIVE



Wendy Surget

Territory Manager

239 682 7074

Wendy.surget@strawbridge.net

Originally from Michigan. Wendy moved to Florida in 1992, where she reconnected with her passion for photography. Wendy worked freelance and for a lifestyle magazine as head photographer and coordinator. Wendy began working for Strawbridge Studios in 2010 and fell in love with the industry. She is dedicated to building the business and forming lasting relationships. Wendy and her family have relocated to the Wichita area, and she is looking forward to making new friends and perfecting the picture experience.

All Strawbridge employees have a complete background check performed before they are hired to ensure we hire the best people to represent our company, schools and customers. In addition, we will comply and perform any other required checks that the state or district requires. We guarantee all employees will conduct themselves in a responsible, courteous and professional manner.

Representative Responsibilities

Your representative Wendy is responsible for managing the photography staff and

"I pride myself in exceptional customer service. My customers are number one! Throughout my journey with Strawbridge Studios Inc., I have built life-long friendships with many customers and am forever grateful."

REFERENCES

The following District offices can testify to the service, quality, and experience Strawbridge Studios, Inc. can provide.

1. **USD 259 Wichita Public Schools**
Verna Murdock, Purchasing Agent
903 S. Edgemoor
Wichita, KS 67218
316-973-4547 vmurdock@usd259.net

2. **Jenks West Elementary**
Jenks, OK
Amanda Moore
Site Principal
amanda.moore@jenksps.org

3. **Goddard School District**
Henry Justin superintendent
hjustin@goddardusd.com

4. **Garfield Steam Academy**
Lavinda Forrester- Secretary
(918)246-1462

SPECIFICATIONS

- Pictures will be taken in the late summer or early fall on dates arranged with the principal of each school. All programs will be discussed and if the principal would like to participate in other portrait programs those dates will be scheduled as well.

- All students will be photographed, regardless of purchase, and all images will be provided to the school for uploading into the schools software or for school media

use. Images are provided for any service items the school may require, such as ID cards, directories, record prints, etc.

- Customer service is very important to Strawbridge Studios, Inc. It is the backbone of our success. Your schools' employees, students, and parents will have all of their questions answered and addressed by a knowledgeable and professional associate. Our Customer Service Department may be contacted via our toll-free number, (866) 624-6229 Monday through Friday 8:00 am – 6:00 pm. Customers will receive immediate assistance from a multi-lingual courteous and friendly staff member.

Your representative will also provide your schools with outstanding care and service. They will make sure the picture day runs flawlessly and that the teachers and students experience is fun and stress free.

We have 95 years' experience photographing students and we are confident we can surpass your expectations in a school portrait photographer.

- All images of faculty and students will be provided to each school and to the District Office. These images will have bar coding capability and allow export to other picture formats. Images can be organized in various ways such as homeroom, grades, teacher, etc. Images will be delivered through our online portal, Plic Go

Strawbridge Studios, Inc. guarantees that we will never sell or share data collected to a third party or use the student data in any way other than to enable us to meet our commitment to the district to provide students portraits and digital service items (ID cards, administrative record prints, etc.).

Photographic Standards

- SSI - Strawbridge Studios, Inc. uses the latest developments in Green Screen Background Replacement technology. Using top quality green screen in tandem with our new graphics technology, we can provide multiple background. selections for our customers. All data and yearbook exports will be processed with a standard blue or gray background. Available backgrounds vary by program. Pricing will be the same for all backgrounds.

Once images are received within our lab the images go to our cropping department where they also have cropping guidelines to follow to give all images consistency. From there images go through our color department where all images are checked for color consistency and corrected if need be. One final image quality check is performed by a Digital Imaging Technician before going to print.

ID Cards - because the image used for ID cards is the same image used for packages and all our service items, the ID card image will be the same head size and color consistency.

Guarantee

- All photographs and services provided are 100% guaranteed. If a parent is not completely satisfied with the portrait package the student can retake the photo on the retake day at no charge or return the package for a complete refund. No questions asked. If a parent has any questions regarding their picture package or wish to request a reprint or refund, they can call the number listed on the package to our customer care team. All refunds will be handled by our care team.

We value the relationships with our schools. We understand that schools today have a lot of demands placed on them and their time is valuable. We work hard to meet the changing needs of schools and the requirements of the yearbook staff.

Strawbridge Studios, Inc. is not a company to just show up to take pictures. We come in and say hello to the office staff, bring donuts and discuss the plan for the day. Your representative and photographers will be in contact and communicate with the school before, during and after picture day.

Communications

- Communication is very important for a successful picture day, not only for the student and parents but for the school staff as well.
- If awarded, our representatives will arrange a meeting with each school to put in place the procedures for a successful picture day. A review of the entire process, from the arrival and distribution of promotional materials, scheduling of classes, setup location, what service items are needed and other related matters, will be conducted during this meeting.
- Strawbridge will furnish all take-home flyers and notices. Our flyers are custom printed to include the school name, picture date and package offerings with pricing. In a prepay sale an envelope will be attached to the flyer for parents to mark their selection and enclose payment. We also have reminder notices, stickers, and posters that will be provided to promote picture day.

When packages are delivered, they will arrive labeled and sorted per the schools instruction for easy distribution. The packages will include further communication to the parents such as reorder information and who to call if they have any questions or comments.

Fee Collection

- Strawbridge Studios will collect all payments at the time the pictures are taken. Parents can also order online.
- All sales tax will be paid by Strawbridge Studios. **All pricing includes sales tax.**

Photo Retakes

- A make-up portrait date will be scheduled for any students who were absent on the original picture day or who may need a retake. Any new students or staff would also be photographed on this date.

Package Delivery

- All packages will be delivered within 3 weeks of the photo date. Packages will arrive labeled and sorted per the school's instruction for ease of distribution. The high schools and middle schools will have a direct mail option to the home if preferred. Should there be any missing or incomplete packages, our customer care team will work with the parents to correct and see that they receive their package in a timely manner. Any packages damaged during delivery will be replaced.

PORTRAIT PROGRAM DESCRIPTIONS

Fall Underclass Portraits

Your representative will meet with each school to schedule picture dates that will meet the needs and expectations of the schools and discuss other pertinent topics of importance. We will schedule enough photographers to complete pictures within one day.

We encourage all our schools to conduct their fall portrait sale as a prepay program. In a prepay sale, about 3 weeks prior to the picture date we will ship a picture day kit containing flyers, envelopes, reminder stickers, posters, and instructions for using these materials for a successful picture day. Our flyers and envelopes can be printed in English and Spanish. All students will receive a flyer/envelope which lists the different packages offered and prices. Parents can mark their selection and enclose their prepay payment in the envelope and return to the school on picture day. Our order forms and flyers are formatted so that it's easy for parents to understand the package contents and pay without confusion. Faculty will not be required to keep any records.



Strawbridge Studios, Inc. uses Greenscreen Background Replacement technology that allows us to perfect match backgrounds for yearbook and service provided products. The default background is gray, but this can be changed per individual school and/or district.

All portrait packages will be returned to the school within three weeks of the photographic date. Packages will be sorted and labeled as the school requests (by homeroom, or by any other class). A list of students photographed, not photographed, and list of orders placed will be provided to each school. This list can be provided in print or electronic format if requested by the school.

Online Sales - We also have a website available for customers to place their order online and find answers to frequently asked questions. Strawbridge Studios, Inc. is PCI compliant. We have completed the assessment and practice these procedures to ensure all data is safe, secure, and protected. We are partnered with Authorize.net for secure transaction purposes.



Digital Technology

Strawbridge Studios, Inc. can supply schools with easy and fast access to their images by either method below at no charge.

- PlicGo - Each school has the option to utilize our PlicGo program for all their digital service needs. This is a cloud and web-based program that allows the user to modify images and run their own exports eliminating the need for CD's. This site also empowers the user to submit and review their data for picture day, making it so the customer can acquire their digital exports at their convenience. All images are properly formatted to meet the requirements for the yearbook and school software. The school will be sent an electronic invitation to join. The site is password protected and all images are secure. See sheet enclosed regarding our new PlicGo program.

Data Security

Protection of student data - Strawbridge Studios will in no instance sell or share data to a third party or use student data in any way other than to enable us to meet our commitment to the district to provide student portraits and digital service items (student IDs, administrative record prints, etc.).

All data transfers will occur through a secure transfer system provided by Strawbridge Studios. Images attached to data will be transferred using a Data Anywhere link (Cisco Technology). This link is posted to a secure server and resides on our local servers. Our security certificates and firewall settings are tested and updated three times a year. Strawbridge Studios uses Dropbox for sports and candid image transfers.

Classroom Groups

OPTIONAL PHOTOGRAPHY PROGRAM

Our photographer will photograph all needed yearbook activity and club pictures. We will return a CD of these images to the Yearbook Sponsor complimentary. We can make available for purchase any group or club picture taken.

Cap and Gown

Our Cap and Gown program is offered on a prepay basis and will provide students with individual Cap and Gown pictures in various poses. We will provide the Cap and Gown and props. School colors for the cap and gowns will be provided and approved by the school administration.



VALUE ADDED COMPLIMENTARY SERVICES

Faculty Pictures

- One 16x20 framed faculty & staff group picture
- One 8x10 group picture for each faculty & staff member
- Complimentary fall portrait package

Digital Services

- Digital download of all student and faculty images for school use.
- Digital download of all student & faculty images for the yearbook.
- Digital download of any candid and group images
- One ID Card per student/faculty
- Record Prints
- Student Image Directories



Commission to school
20% on fall and spring packages purchased.

CONCLUSION

Thank you for allowing us this opportunity to present our products and services. We understand that you have a choice in deciding upon a vendor to service your photography needs. It is our hope that you are impressed with our proposal and offer. We would welcome the

opportunity to meet with you to discuss our proposal in detail and answer any questions you may have.

It is our commitment to quality and values that has made us one of the leaders in the school photographic industry. We assure you we will provide outstanding care, value and quality to the students, parents, staff, community, and School District.

The Strawbridge Family

Date _____

Signature _____

Wendy Surget

Date 8/13/23

New Hires					
Last Name	First Name	Hire Date	Primary Location	Position	Salary
DeLameter	Kelly	7/1/23	THA Middle School	Teacher	\$44,500
Smith	Tracy	7/24/23	Flores Middle School	Teacher	\$42,324
Johnson	Greg	7/24/23	Flores Middle School	Teacher	\$43,046
Reines	Leila	7/28/23	THA High School	Teacher	\$45,729
McCaskill	Asia	7/31/23	THA High School	Teacher	\$41,980
Landon	Shyla	7/31/23	THA Middle School	Teacher	\$41,277
Turner	Megan	7/31/23	THA Flores Middle School	Teacher	\$41,277
Jackson	Shaun	8/3/23	THA Middle School	Assistant Principal	\$57,371
Rogers	Preston	8/7/23	THA Middle School	Teacher	\$47,315
Nelson	LaShonna	9/6/23	Network	Discipline Specialist	\$35,762
Laparie	Margaret	8/10/23	THA Middle School	Teacher	\$39,600
Wisow	Hector	8/21/2023-5/24/24	THA High School	Teacher-Temporary	\$39,792
Moore	Laci	7/1/2023	THA Flores Middle School	Teacher	\$49,250
Ibarra	Laura	7/20/2023	THA High School	Teacher	\$47,114
Dillon	Christina	7/17/2023	High School	Teacher	\$43,864
MCDANIEL	Jesse	7/12/2023	THA Middle School	Paraprofessional	\$15/hr
Schrimsher	Bobby	7/19/2023	THA Flores Middle School	Teacher	\$50,518
Salary Changes					
Last Name	First Name	Effective Date	Primary Location	Position/Reason	Salary
Parker	Christauna	7/1/2023	THA Flores Middle School	Teacher/earned masters	\$46,000
Stevenson	Tyler	7/1/2023	THA Middle School	Special Education Teacher/role change	\$52,713
Alvarado	Perla	7/1/2023	THA Network Office	College Readiness Manager/role change	\$63,000
Resignations/Terminations					
Last Name	First Name	Hire Date	Primary Location	Position	Final Date
Gomez	Sendy	6/5/23	THA Network Office	Temporary Operations Associate	8/11/2023
Hayes	Nola	7/1/22	THA Flores Middle School	Teacher	7/1/2023
McWhirt	Woodrow	8/3/22	THA Network Office	Discipline Specialist	7/12/2023
Molina	Alex	1/9/23	THA High School	Teacher	7/14/2023
Reyes	Ashly	11/17/22	THA Middle School	Temporary Operations Coordinator	7/19/2023
Smith	Tracy	7/24/23	THA Flores Middle School	Teacher	8/4/2023
Stipends					
Last Name	First Name	Position	Location	Stipend	
Freudenheim	Mark	Science Curriculum Support	THA Network Office	\$1,200.00	
Mueller	Hannah	6th Grade Culture Lead	THA Flores Middle School	\$2,000.00	
Modaff	Emiy	8th Grade Culture Lead	THA Flores Middle School	\$2,000.00	
Linam	Kirk	Changemakers	THA Middle School	\$1,500.00	
Taylor	Tyron	Extracurricular Coordinator	THA Middle School	\$1,200.00	
Pass	Madison	Advisory Culture Lead	THA High School	\$2,000.00	
Kruthhof	Ashia	Advisory Culture Lead	THA High School	\$2,000.00	
Lenardson	Anna	Advisory Culture Lead	THA High School	\$2,000.00	
Ahmed	Rubena	After School Detention Coordinator	THA High School	\$3,000.00	
Henson	Tyler	Speech and Debate Club Coach	THA High School	\$1,000.00	
Galligos	Sylvia	Ballet Folklorico Club Coach	THA High School	\$1,000.00	
Reyes	Jose	Curriculum Developer	THA High School	\$500.00	
Hernandez	Vanessa	Scholar Late Watch	THA High School	\$2,000.00	
Other Changes					
Last Name	First Name	Hire Date	Primary Location	Change	
Shull	Rebecca	7/1/2023	THA Middle School	Last name update	
Ivy	Cheianne	7/1/2023	THA High School	site update	
George	Lamont	7/1/2023	THA Flores Middle School	name update	
Luna	Sarah	7/1/2023	THA Flores Middle School	site update	
Prewett	Mitch	7/1/2023	THA Flores Middle School	Asst Principal of Culture (role and site update)	



OKLAHOMA STATE SCHOOL BOARDS ASSOCIATION
POLICY SERVICES

TULSA HONOR ACADEMY CHARTER SCHOOL BOARD OF EDUCATION

Customized Policy Services as of 8/8/2023.

We will:

- Review school handbooks (teacher, parent, student)
- Review any negotiated agreements
- Review the current policy manual and/or other written policies

From these reviews, we will determine what policies have been approved by the Tulsa Honor Academy Charter School Board of Education and include any new and current policies in the new policy manual.

You will receive:

- Existing and new policies generated from the review
- The codification of each policy in accordance with the OSSBA uniform coding system
- Production of a draft copy of your district manual for your review, revision and approval
- Table of Contents indicating the policies included in your manual
- Upon approval by the board, all copies of the manual will be finalized in a custom binder and tabbed
- The presentation of a completed manual for each board member or for the superintendent and additional books for open records requests
- Subscription to *PSST!* (Policy Newsletter) for one year
- Customized manual on CD (MS Word format)

The cost is \$7000 payable in three installments. The first installment of \$3000 is due upon acceptance of the contract. The second installment of \$2000 is due upon receipt of the first draft copy. The third installment of \$2000 issued upon receipt and acceptance of the completed set of manuals.

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

The first draft and all revisions will be reviewed by an OSSBA attorney for legal compliance before the final manual is delivered.

Presented by:

Julie Miller
Deputy Executive Director and General Counsel

Date

I accept this contract for Tulsa Honor Academy Charter School. I confirm that the total price is \$7,000.

Name

Title

Date

Payment Information:

Purchase Order # _____
(for installments)



nXu SY2023-24 New Partner Terms and Conditions

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

This Program Agreement Terms & Conditions is for the online purchase of nXu services and resources.

By purchasing nXu services and resources, Customers are agreeing to these Terms and Conditions and confirming that they are authorized to agree on behalf of their school or purchasing organization (either they are the legal signatory of the school or organization, or have been authorized by that person to agree to these Terms & Conditions).

If you have questions about this agreement, please contact info@nxueducation.org.



PROGRAM AGREEMENT TERMS AND CONDITIONS

This Program Agreement (“Agreement”) is by and between Customer and Array Education, Inc. and its nXu program (“nXu”), collectively the “Parties” and each individually a “Party”, effective for the Term as defined below.

The purpose of these terms and conditions is to formalize the partnership between Customer and nXu, to further the Parties’ shared goals and to outline the responsibilities of each Party.

1. Program Overview

nXu will provide professional development and resources as purchased by the Customer in the marketplace (collectively referred to as the “Program”).

2. Term

The term (the “Term”) of this Agreement is the online purchase date (the “Effective Date”) through June 30, 2024 (the “Termination Date”). Orders placed prior to June 30, 2023 will have an effective service period beginning July 1, 2023.

3. Fees and Payment

Program Fee: Customer commits to pay nXu the full invoiced amount pertaining to the services and curriculum purchased.

Payment Terms: nXu shall send Customer an invoice for the Program selected. Customer shall pay the invoice within thirty (30) days from the date on the invoice (“Due Date”). This is a non-refundable payment. Payment shall be made via check or electronic funds transfer upon being invoiced. Specific payment instructions will be included on the invoice. nXu will send invoices in batches on the following dates:

- October 2, 2023
- February 1, 2024
- May 1, 2024
- June 28, 2024

Late Payments: For Customers who do not make timely payments, nXu reserves the right to revoke access to Program.

4. Family Education Rights and Privacy Act (FERPA) Data Use Policy

If Customer has purchased nXu’s assessment system, the FERPA Data Use Policy applies to the Customer and all Customer employees. If Customer has not purchased nXu’s assessment system, the FERPA Data Use Policy is not applicable.

The Parties agree to work cooperatively to jointly ensure compliance with FERPA.



FERPA permits disclosure of students' educational records (the "Confidential Information") to a party with a legitimate educational interest as defined by FERPA. Under FERPA guidelines, disclosure of Confidential information is also permitted to organizations engaged in conducting studies for, or on behalf of, educational agencies or institutions to improve instruction. Due to the nature of the Program, nXu is a party with which Confidential Information may be shared by Customer.

As part of Customer efforts to improve its quality of purpose and Social-Emotional Learning (SEL) development instruction and programming, Customer will engage, enroll, and support one or more of its teachers in nXu's Program.

In order to assess the effectiveness and impact of nXu's Program and its purpose curriculum, Customer will provide nXu with access to survey results from nXu's assessment system (the "Customer Data") for the current academic year within one month of nXu's request for the Customer Data for each calendar year that this Agreement is in effect.

nXu will use the Customer Data to determine whether participants' engagement in nXu's Program enhances students' sense of purpose (the "Research") and to assist Customer in evaluating its efforts to increase the efficacy of its purpose development programming.

Customer will also provide nXu access to Personally Identifiable Information (PII) for students who experience the nXu curriculum and, where applicable, for a control group of students so that nXu can assess the efficacy of its program. nXu will provide survey information to Customer.

To the extent that Confidential Information is disclosed by Customer to nXu, such Confidential Information will remain the property of Customer.

Each Party shall limit access to the other Party's Confidential Information to individuals working on the Research with legitimate interests in the information and on a need-to-know basis.

The terms and obligations of Section 4. Family Education Rights and Privacy Act (FERPA) Data Use Policy survive expiration or termination of the Agreement. The Confidential Information will be destroyed within 12 months of the Termination Date, when no longer needed for the purposes for which the study is being conducted.

nXu will use the Confidential Information solely in connection with performance by nXu of the services provided to Customer and for the duration listed in this Agreement. nXu will not disclose Confidential Information to anyone who is not a party to this Agreement without the prior written consent of Customer. To the extent that nXu is legally required to disclose such Confidential Information pursuant to a subpoena or a judicial order, nXu will first provide notice to Customer before disclosing such information.



nXu will use utmost care to prevent unauthorized disclosure of any Confidential Information. In the event of discovery of an unauthorized disclosure of Confidential Information, nXu shall notify Customer of the same.

The Parties agree that this Agreement does not create any agency, partnership, joint venture, or exclusive relationship. Nothing in this Agreement shall be construed as obligating the Parties to enter into any subsequent agreement or relationship.

At least sixty (60) days prior to the expiration of the Term, the Parties shall work together in good faith to re-evaluate this Agreement to consider renewal and/or renegotiation of the terms as appropriate. Either Party may terminate this Agreement for any reason or for no reason by providing thirty (30) days written notice to the other Party.

This Agreement expresses the entire agreement of the Parties regarding data use and shall not be modified or altered except in writing or by other duly authorized representatives of Customer and nXu, and executed by duly authorized representatives of Customer and nXu, and in a manner consistent with Relevant Laws.

5. Access to nXu's Program Materials

Access to nXu's Program Materials applies to all educators at the Customer's school and/or organization.

Through participation in nXu's Program, Customer will gain access to nXu's proprietary program materials during the training sessions, including templates, documents, guides, slides, and other materials included in the delivery of the Program (collective, "Program Materials") during the Term. nXu reserves all rights, title, and interest to the Program Materials provided during the Program experience and to renew curriculum access beyond the 2023-2024 school year for Participants who have engaged fully in the Program.

Nothing herein shall be construed as conferring in any manner, any title or ownership of, or exclusive use-rights to any intellectual property right to the Program Materials provided by nXu.

Customer is responsible for ensuring that any employees, contractors, and/or any other staff member will abide by these requirements. Customer agrees to clearly and explicitly communicate to all individuals at Customer who are interacting with Program Materials in any way that the Program Materials are owned or licensed by nXu, and that individuals have been granted a limited license to use such Program Materials solely for personal, educational and non-commercial use. Any use of the Program Materials beyond the term of this Agreement, unless specifically authorized in writing by nXu, will constitute a material breach of the Agreement and will be subject to injunction precluding Customer from further use of such Program Materials and/or subject to monetary compensation of any infringing use of Program Materials.

Customer employees, contractors, and/or any other staff member of Customer will agree to use the Program Materials solely for the purposes noted above and will not directly or indirectly sell (e.g. as part of a broader consulting or program offering), generate revenue (including philanthropic revenue), license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Program Materials. In the event that Customer creates materials that are derivative of the nXu curriculum during or after the term of this agreement, those materials are still considered nXu's curriculum covered under this agreement.

Customer employees who are participating in Program agree that all nXu materials used, even if used outside of the original nXu formats, shall have nXu branding, displaying the nXu logo and the text "Copyright ©nXu, 2023, all rights reserved." on all lesson plans, presentations, handouts, and other materials.

6. Intellectual Property

"Intellectual Property" means all forms of intellectual property rights and protections, worldwide, including, without limitation, the following: (a) all right, title, and interest in and to all inventions, patents and all filed, pending, or potential patent applications, including, without limitation, any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) all right, title, and interest in and to all trade secrets, and all trade secret rights and equivalent rights arising under the common law, state law, federal law, and laws of foreign countries; (c) all right, title, and interest in and to all mask works, copyrights, other literary property or authors' rights, whether or not protected by copyright or as a mask work, under common law, state law, federal law and laws of foreign countries; (d) all right, title, and interest in and to all proprietary indicia, trademarks, service marks, trade names, trade dress, symbols, logos, domain names, and/or brand names under common law, state law, federal law; and (e) computer software, including source code, executable code, data, databases, and related documentation, but not including off-the-shelf software.

The Parties acknowledge that the Intellectual Property includes materials that are owned or licensed by nXu and this Agreement is not intended to involve any transfer of ownership of those materials. For clarity, nXu shall own the copyright in any works it originally authors under this Agreement. The terms and obligations of Section 6. Intellectual Property survive expiration or termination of the Agreement.

nXu hereby grants to Customer and Program participants a limited, non-exclusive, and non-transferable license to use the Intellectual Property solely for Customer's noncommercial use for the Term of this Agreement. Customer and its affiliates shall not use any Intellectual Property beyond the scope of the Program or the terms of this license.

The Parties acknowledge that through the course of the Program, nXu may also be exposed to

intellectual property owned by Customer. nXu will not copy, display, publish, distribute, transmit, modify, or otherwise use or exploit any Customer intellectual property without Customer's express prior written consent.

7. Use of Brands and Logos

By accepting the terms and conditions in this Agreement, Customer will be able to communicate through its different channels that it is an official partner of nXu, and nXu will be able to do the same regarding Customer. This includes posting nXu's logo on Customer's website and posting Customer's logo on nXu's website.

8. Termination

This Agreement shall commence as of the Effective Date and will continue in effect until the Termination Date, except that either party may terminate the Agreement at any time on thirty (30) days prior written notice to the other party with or without cause. Customer is responsible for Section 3 in the event of early termination.

Each Party may elect or decline further collaboration with the other party at its sole discretion.

This Agreement may be amended, including extension of the term of the Agreement, at any time by written agreement of the Parties.

9. Warranties, Liability and Indemnification

Each party represents and warrants that as of the Effective Date and at all times thereafter: (a) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; and (b) the execution and delivery of this Agreement by it and the performance of its obligations hereunder: (i) are not in violation or breach of, and will not conflict with or constitute a default under, any material contract, agreement or commitment binding upon it; and (ii) will not conflict with or violate in any material manner, any applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court having jurisdiction over such party. Except for the express warranties stated in this section, each party disclaims all other warranties, whether implied by operation of law or otherwise, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose, and any warranties arising from a course of performance, course of dealing or usage of trade.

No party will be liable to the other party (nor to any person claiming rights derived from such other party's rights) for any indirect, incidental, consequential, special punitive or exemplary damages of any kind (including without limitation lost revenues or profits, loss of use, loss of cost or other savings or loss of goodwill or reputation) with respect to any claims based on contract, tort or otherwise (including negligence and strict liability) arising out of or relating to this agreement, regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility thereof. Each party's maximum cumulative liability arising out of or relating to this agreement or the

services provided hereunder, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), will not exceed the aggregate amount of the fees paid and payable hereunder. Notwithstanding anything to the contrary, the exclusions and limitations of liability set forth in this section shall not apply: (i) to the violation of a party's intellectual property rights or the parties' respective obligations of confidentiality hereunder or (ii) to the extent that acts or omissions of a party constitute gross negligence, willful misconduct, or a violation of applicable law.

Each party (an "Indemnitor") will indemnify, defend and hold harmless the other party and its affiliates and each of their respective officers, directors, members, managers, employees and agents (each, an "Indemnitee") from and against any claim, suit or proceeding brought by a third party against an Indemnitee to the extent that it arises out of the gross negligence, willful misconduct, breach of confidentiality, or breach of applicable law of the Indemnitor or its agents in connection with this Agreement, and shall pay all costs incurred by (including reasonable attorney's fees and disbursements) and damages awarded against the Indemnitees, but shall not be responsible for any compromise or settlement made without the Indemnitor's consent. The Indemnitee shall promptly notify the Indemnitor in writing of any claim, suit or proceeding that the Indemnitor may have obligations under this section; provided, however, that any failure of the Indemnitee to provide prompt written notice pursuant to this section shall excuse the Indemnitor only to the extent that it is prejudiced thereby. The Indemnitee seeking indemnification hereunder shall cooperate with the Indemnitor with regard to the defense of any claim, proceeding, suit or threatened suit. The Indemnitor shall have full control of any such claim, proceeding or suit and the authority to settle or otherwise dispose of any suit or threatened suit. In no event, however, may the Indemnitor agree to any settlement of any claim, suit or proceeding for which it has agreed to provide indemnification under this Agreement if such settlement would impose any liability or obligation upon the Indemnitee, without the Indemnitee's prior, written consent.

10. Miscellaneous

This Agreement does not intend to create any binding obligations on the parties other than those stated in this Agreement, and the parties shall commit their best efforts to obtain all necessary corporate approvals to execute the appropriate definitive agreements that shall be necessary for the purpose of this Agreement.

Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this letter by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement. Any waiver or consent given by any party under this document will only be effective and binding on that party if it is given or confirmed in writing by that party. No waiver of a breach of any term of this document will operate as a waiver of another breach of that term or of a breach of any other term of this letter.

In the event of a dispute arising under or relating to this Agreement or the Intellectual Property



(each, a “Dispute”), each party agrees to communicate all aspects regarding the dispute to the other party, and each party agrees to work with the other party in good faith to resolve the dispute. The Parties set domicile in the city and state of New York, New York, in the United States, and are submitted to the competence of the mixed arbitrator mutually agreed upon.

The parties acknowledge and agree that in the event of a breach or threatened violation of the intellectual property rights or confidential and proprietary information of nXu or its collaborators by Customer, nXu will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. nXu may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect its rights and property pending the outcome of the arbitration referenced above. The parties hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York, Borough of Manhattan for purposes of any such action by nXu.

This Agreement may not be assigned by either party without the prior written consent of nXu.

Force majeure or random event. The Parties are exempt from any responsibility for damages and losses that might arise from total or partial breach of this agreement consequent to unforeseen circumstances or force majeure, and contrary to the Parties desire, which cannot be foreseen or avoided.

If any clause or subclause of this document is held to be invalid or unenforceable by any court of competent jurisdiction the other clauses and subclauses of this document remain in full force and effect.

By accepting these terms and conditions, you signify you are an authorized signatory for Customer, and you are executing this Agreement as of the Effective Date.

AGREEMENT

THIS AGREEMENT is entered into on the ____ day of _____, 2023 by and between
TULSA HONOR ACADEMY, INC. and A NEW WAY, LLP.

RECITALS:

WHEREAS, A NEW WAY desires to provide services to TULSA HONOR ACADEMY.

These services may include, but are not limited to, related services such as case management, behavioral rehabilitation, counseling, linkage, advocacy, referrals to auxiliary services, crisis response, psychoeducation, assessments, screenings, and Medicaid-eligible services at TULSA HONOR ACADEMY sites for the 2023-2024 school year and during any of the TULSA HONOR ACADEMY's 2024 summer programming; and

WHEREAS, A NEW WAY desires to provide such Services at TULSA HONOR ACADEMY's school sites under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. A NEW WAY may have access to TULSA HONOR ACADEMY school sites for the purpose of providing Service at TULSA HONOR ACADEMY sites. A NEW WAY represents and warrants to the TULSA HONOR ACADEMY that A NEW WAY is an accredited mental health agency.
2. A NEW WAY's counselors delivering Services will possess licensure from the State of Oklahoma as a licensed professional counselor or under supervision for licensure as a licensed professional counselor or as a licensed clinical social worker. A NEW WAY's employees who possess an appropriate state certification may provide other behavioral health services under the terms of this Agreement (i.e., case management, care coordination, behavioral health aide services).
3. TULSA HONOR ACADEMY approved mental health related service partners will provide *crisis response services, as requested, and in accordance with guidelines outlined by TULSA HONOR ACADEMY. This includes any situation in which a person's behavior or verbalized distress puts them at risk of hurting themselves or others and/or prevents them from being able to care for themselves or function effectively in the community.
4. The TULSA HONOR ACADEMY will work with A NEW WAY to manage a schedule for the delivery of the Services that meets the needs of the student and does not interfere unreasonably with the student's other activities. TULSA HONOR ACADEMY will also work with A NEW WAY to manage a schedule that includes group counseling for each of the students that are referred for services.
5. A NEW WAY's Services shall be performed to the reasonable satisfaction of the site principals and the TULSA HONOR ACADEMY's assigned liaison and shall include the following:
 - a. Determine specific therapeutic needs, plan and provide appropriate therapies and activities, and assess, modify, and improve the Services provided to each student as dictated by the student's individual needs and consistent with the terms of this Agreement.

b. Work closely with the student's site-based support team to build and execute a comprehensive and collaborative support plan for the student. This includes the scheduling of regular meetings to discuss progress and programming needs relevant to the educational success of the student. Pursuant to applicable law, and as needed TULSA HONOR ACADEMY and A NEW WAY will provide access upon request to records of students receiving services under this agreement.

c. Orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom.

d. Provide verbal and/or written reports to the TULSA HONOR ACADEMY on a mutually agreeable schedule.

e. Provide in-service training for staff and families as mutually agreed upon by both parties to the Agreement; and

f. Perform other services as may be mutually agreed upon by both parties to the Agreement.

6. If A NEW WAY's employee fails to perform Services in accordance with directions provided or to TULSA HONOR ACADEMY's satisfaction, A NEW WAY's administrative representative will be contacted. In the event that said issues are not resolved to the TULSA HONOR ACADEMY's satisfaction, A NEW WAY will, upon written request by the TULSA HONOR ACADEMY, remove that employee immediately from the school.

7. A NEW WAY's employees will provide Services at assigned school sites during school hours, upon appointment, when a particular school is in session according to the TULSA HONOR ACADEMY's annual school calendar, and during any of the TULSA HONOR ACADEMY's 2024 summer programming.

8. A NEW WAY will maintain all records, logs and documentation, including progress notes, prepared by the A NEW WAY's employees concerning students and Services provided in compliance with the Family Educational Rights and Privacy Act.

9. A NEW WAY will provide two full-time therapists.

10. TULSA HONOR ACADEMY will provide individual space for each of the therapists. The space will include a desk for the therapist. The remainder of the furnishings will be provided by A NEW WAY.

11. A NEW WAY agrees that, prior to performing any Services under this Agreement, A NEW WAY will obtain a Commercial General Liability ("CGL") insurance policy with a combined single limit not less than \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage and a Professional Liability insurance policy ("PL"), in an amount not less than \$1,000,000 per occurrence and in the aggregate for bodily injury to or death of any individual.

12. Further, A NEW WAY affirms that its employees and anyone who will be on TULSA HONOR ACADEMY property and acting on behalf of A NEW WAY in performance of this Agreement are covered by Workers Compensation Insurance.

13. A NEW WAY's employees will operate in accordance with applicable federal and state laws and regulations and TULSA HONOR ACADEMY policies, rules, regulations, and applicable guidance.

14. TULSA HONOR ACADEMY and A NEW WAY agree that student safety is a top priority. A NEW WAY agrees that it will not hire any individual to perform Services on TULSA HONOR ACADEMY property, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years; or at any time has been convicted of, or pled guilty or no contest to, a charge involving illegal

chemical substances or a sexual offense. A NEW WAY hereby certifies that none of its employees working on TULSA HONOR ACADEMY property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Offender Registration Act. A NEW WAY shall submit written proof to the TULSA HONOR ACADEMY's assigned liaison that all of the A NEW WAY's employees providing Services on TULSA HONOR ACADEMY property have passed background checks including a nationwide criminal check, multi-state offender check, OSBI criminal record check, and a current drug screening prior to their entering upon TULSA HONOR ACADEMY property.

15. A New Way will not bill Tulsa Honor Academy more than **three thousand three hundred thirty-four** (\$3,334.00) per grant-funded full-time equivalent (FTE) per month, unless agreed upon in writing. Tulsa Honor Academy and A New Way agree to no more than 2 grant-funded FTE.

15. This agreement will end on June 30th, 2024 or either party may terminate this Agreement for any reason upon thirty (30) days' written notice.

IN WITNESS WHEREOF, the TULSA HONOR ACADEMY and A NEW WAY have executed this Agreement on the day and year first above written.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

"TULSA HONOR ACADEMY"

"A NEW WAY"

☰

ar Madison,

Accept🔖⋮

Thank you for the opportunity to discuss your project and learn more about what you are hoping to accomplish. We're really honored that you'd consider us to help you establish your brand online!

11 years ago we set out to help solve a lot of the stress that business owners feel when working with agencies. From cost-effective results to keeping you in the loop with your brand's clear voicing and strategy, we have your back when addressing every area of your brand.

Thanks for the opportunity and looking forward to getting started.

Best,




Daniel Blaho

COO + Partner, Animus Digital

Deliverables

Please review the offerings we've provided below. Let us know if this fits what you're hoping to accomplish or how we could be a better fit by adding or removing certain deliverables.

Section 1	
Hosting	MONTHLY \$160.00

	Description	Item	Accept  
	<div data-bbox="224 205 808 289">Hosting and Content Management System</div> <div data-bbox="224 300 842 531">This ongoing service will provide you with peace of mind that your site is always up and that the security of your users information is kept at a high priority.</div> <div data-bbox="224 590 867 1052">Includes: -Free SSL and CDN. -24/7 Security checks and and ongoing server support. -Testing site available for new features that will not affect your live site. - Monthly analytics delivered to your email. - 1-hour/mo. of maintenance and update requests included.</div>	\$160.00	\$160.00 / month

Total Discount	\$0.00
Total Recurring	\$160.00 / month
<hr/>	
Total Due Today	\$0.00

 See Payment Schedule



Accept

[↑ Terms & Conditions](#)

Terms and Conditions

1. Definitions

I, (hereby known as “I” or “The Client”) agree to hire Animus Digital. to create and provide the previously listed services bulleted above at the agreed total cost listed. I acknowledge that Animus Digital. will begin work on the date the initial payment is made and will work to completion the listed one-time projects bulleted below, and will provide all recurring services starting on the date of payment.

This Contract can be ended within 30 days of initiation either Client or Designer, pursuant to the terms of Section 3.

2. Proposal

I acknowledge that this proposal is only valid 30 days past its presentation, and that if it is not accepted by the client before this date, a new proposal will need to be drafted with possible changes in terms, price or conditions.

3. Deposit & Cancellation

I agree to follow this signed agreement with the payment terms listed above on the starting month on delivery of this signed agreement to Animus Digital. From then, I acknowledge that I will be billed on the first of every month following for this agreement.

I acknowledge that all recurring services must receive 30-days minimum notice for cancellation, and a prorated amount will be billed pending the completion of my cancellation notice.

4. Final Delivery

I acknowledge that final delivery is defined as the provision of all deliverables based on the approval of all work whether communicated or assumed. (See Section 15. Revisions, Approvals & Delays)

5. Payment Process

If for whatever reason, a payment does not process successfully, I am held responsible to make the payment within 5 business days of the failed payment. If I am unable to

Make this account current by paying all overdue payments within 5 business days. Failure to do so will result in the client being required to incur a penalty charge of 5% of the total project cost per month.

Accept



6. Fees & Expenses

I acknowledge that I am held accountable to pay for all extra fees and subscriptions that may result from the design decisions and approvals made within the process of this project. These will always first be brought to my attention, but are solely the responsibility of my company. This includes the cost of all domains, hosting, plugins, photo licenses, song licenses, trademarks, copyrights, font licenses, and subscriptions.

7. Taxes

Each party will bear their own responsibility to pay any and all taxes attributed to them. Neither party shall act as an employee of the other and will not be responsible for any taxes accrued other than those incurred in the course of their separate business.

8. Reproduction, Distribution, Licensing & Operation

I acknowledge that I, the client, and any authorized user of the promised design or website layout, am prohibited from reproducing and/or distributing the code, plugins, layout or any other proprietary information used in the creation of the website layout for any use other than as the work created as described in this agreement.

9. Alterations to Work

I acknowledge and agree that any further alterations, other than those previously agreed to including an increase in the overall time needed to complete this project, will incur further costs of \$175.00 per hour for web design work to be added to my account in regard to this contract with Animus Digital. These extra costs will be agreed to in the form of a Change Order and paid at the end of the project along with the remainder of my payment due on this contract.

10. Use of Design After Completion

I allow Animus Digital. to display and include this project as part of the company's public portfolio should the company choose to after completion.

11. Privacy & Confidentiality

Each party agrees to keep the other's information, both personal and business, private and confidential throughout the design process and thereafter.

12. Warranty

In the event that the final and approved work is found to have an error at the fault of Animus Digital. (spelling mistake, blurred imagery, incorrect details), they agree to

the mistakes at no additional charge up to 30 days after the final delivery of the project. Options to this policy are available upon request.

Accept



13. Indemnification

In the event that Animus Digital. is unable to perform requested duties or obligations that fall under the coverage of the warranty clause, I acknowledge that Animus Digital. will notify me immediately upon discovery of any such deficiency or insufficiency. Animus Digital. agrees to provide assistance and support for any injury, loss or damage that may occur as a result. If my requests are made outside of the time-frame of the warranty, Animus Digital. will not be held liable.

The parties agree to indemnify and hold harmless each to the other for any proven injury, loss or damage sustained as the direct result of any action of the offending party. Indemnification includes without limitation damages paid to third parties, attorney's fees and court costs.

14. Time Extensions

I acknowledge that if, in the process of this project, I decide to delay the regular schedule of the project (established by Animus Digital) for a reason other than as pursuant to the section titled "Force Majeure" (extra time spent on decisions, approvals, delivery of information), that upon providing notice, Animus Digital is free to adjust the timeline to compensate for the quality of work that is being delivered and the appropriate time needed to do so. I also acknowledge that during time delays made by me or my team, Animus Digital may need to allocate time previously designated for my project to other projects and clients. I acknowledge that my communication through this process will help limit delays and unnecessary time re-allocation.

15. Revisions, Approvals & Delays

I acknowledge that Animus Digital will assume the approval of work provided to me and my company, unless I provide notice within 5 business days of receiving each approval request. All corrections requested will then be made by Animus Digital in order to meet my expectations. If revisions are requested after the 5 day period, I acknowledge that I may be held liable for extra hourly fees at the cost previously listed.

16. Client Responsibilities

I acknowledge that my, or a member of my team's, input is needed in the course of this project. My input may be useful and needed to achieve the creation of the perfect end goal and in order to achieve the best results for me and my company.

Exclusivity

I acknowledge that Animus Digital provides a wide variety of services in a variety of fields, including the field that my company is competing in. I acknowledge that my proprietary information will not be sold or shared, but that Animus Digital is free and available to work with companies that could otherwise be considered a competitor.

Accept

**18. Force Majeure**

In the event that an “act of God” should occur, such as a fire, flood or other disaster that prevents Animus Digital. from completing the work, Animus Digital. will be given an extension of 5 days, and I will be given 3 days minimum notice.

19. Legal Costs

Animus Digital. will not be held responsible for any legal costs that should arise from any misconduct, disputes or third party involvement.

20. Severability

If any part of this [agreement/plan] is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

21. Support

The Designer will not provide support for any deliverable once the Client accepts it, unless otherwise agreed in writing.

22. Independent Contractor

The Client is hiring Animus Digital. as an independent contractor. The following statements accurately reflect their relationship:

- Animus Digital. will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is performed on a day-to-day basis. Rather, Animus Digital. is responsible for determining when, where, and how it will carry out the work.
- The Client will not provide Animus Digital. with any training.
- The Client and Animus Digital. do not have a partnership or employer-employee relationship.
- Animus Digital. cannot enter into contracts, make promises, or act on behalf of the Client.
- Animus Digital. is not entitled to the Client’s benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).
- Animus Digital. is responsible for its own taxes.
- The Client will not withhold social security and Medicare taxes or make payments for

liability insurance, unemployment insurance, or workers compensation insurance for itself or any of its employees or subcontractors.

Accept



23. Governing Law

The laws of the state of Oklahoma govern the rights and obligations of the Client and the Designer under this Contract, without regard to conflict of law principles of that state.

24. Signing & Agreement

By clicking "Accept", I agree to the terms and conditions listed in this contract, thus initiating the commencement of this project and allowing Animus Digital to process the down-payment listed in this contract.

Ready to get started?

Feel free to email daniel@animusdigital.co with any questions or call me at (918) 236-7298

Accept

Tulsa Honor Academy High School

Quote Expires: August 6, 2023

550 students

Hall Pass Standard Plan

2023-2024 School Year \$3.59/student

\$1,974.50

Support Package

Dedicated Project Manager, Implementation, PD
Training Session, and Continuous Support.

\$0.00

Subtotal \$1,974.50

Grand total (USD)

\$1,974.50

**Ready to Purchase or Add
Additional Products?**

Visit this link to Submit a
Purchase Order or payment
online. Plus, explore
additional products.

<https://quotes.smartpass.app/10654>

Terms of Service: By submitting a payment or purchase order, and through your ongoing use of the SmartPass services, you agree to the SmartPass Terms of Service available at smartpass.app/terms and Privacy Policy available at smartpass.app/privacy. The Terms of Service and Privacy Policy are hereby incorporated by reference and SmartPass reserves the right to update its Terms of Service and/or Privacy Policy at any time, in its sole and absolute discretion. SmartPass may provide notification of any changes to its Terms of Service or Privacy Policy either via an announcement on its website or applications or through email notification to users.

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

Multi-year subscriptions are contingent on advanced payment in full.

Remit to

SmartPass Inc.
PO Box 473
Eagleville, PA 19408

Contact

billing@smartpass.app

Change Order Listing

Options: Fund: General Fund, Year: 2023-2024, ReferenceDate: PO Date, Date Range: 7/10/2023 - 8/14/2023, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
3	07/01/2023	798	OCAS	accounting and consulting services for FY24	750.00
6	07/01/2023	1228	Ident-A-Kid	Visitor Management System	600.00
11	07/01/2023	1384	Liminex, Inc	Formative assessment software for all schools	615.28
18	07/01/2023	699	Wired! Technology Services	24/7 Tech service	888.70
21	07/01/2023	616	Northwest Evaluation Association	MAP Testing	2,921.50
22	07/01/2023	757	Oklahoma Public Charter Sch. Assoc.	OPSRC Membership Fees	3,548.00
25	07/01/2023	810	Municipal Accounting System, Inc.	Accounting systems license fees	1,707.50
31	07/01/2023	1008	8x8, INC.	Office phone service	900.00
34	07/01/2023	1141	Office Express Janitorial Services	Janitorial Services	63,780.00
38	07/01/2023	1110	Curriculum Associates	ELL compliance software	3,750.00
39	07/01/2023	1256	DS Bus Lines, Inc.	Scholars transportation services	60,048.00
40	07/01/2023	1311	THA Facilities, LLC	Lease payments for Sheridan building	113,594.00
42	07/01/2023	1023	Goose & Gander	headshots and other photo/video services	9,220.00
46	07/01/2023	1119	Winward Academy	ACT prep software for HS juniors	200.00
47	07/01/2023	632	Tulsa Public Schools	TPS Authorizer fee, 3%	47,125.00
48	07/01/2023	1039	Frederic Dowart, Lawyers PLLC	Lawyer fees	4,970.00
49	07/01/2023	1335	McAfee & Taft A Professional Corp	Representation in legal matters	5,000.00
50	07/01/2023	1066	EdTech Logistics LLC	e-rate consulting	2,700.00
51	07/01/2023	1408	ACT, Inc.	Fall ACT tests for junior	310.00
52	07/01/2023	1408	ACT, Inc.	Fall tests for Freshman and Sophomores	7,780.00
53	07/01/2023	926	Standley Systems	school and network copier lease and usage	54,588.00
54	07/01/2023	1439	PROPIO LS, LLC	Language line services for RCPU	450.00
55	07/01/2023	1204	College Board	AP Testing	300.00

Non-Payroll Total: **\$385,745.98**

Payroll Total: **\$265,371.21**

Report Total: **\$651,117.19**

Purchase Order Register

Options: Year: 2023-2024, Fund: General Fund, Date Range: 7/11/2023 - 8/14/2023

PO No	Date	Vendor No	Vendor	Description	Amount
69	07/11/2023	926	Standley Systems	High School - Copier Supplies: Staples	750.00
70	07/11/2023	699	Wired! Technology Services	Flores - device repairs	500.00
71	07/11/2023	1019	Prosperity Bank	Flores - P-Purchases, not by invoice	5,000.00
72	07/11/2023	819	QuikPrint	Handbooks for Summer PD	3,178.50
73	07/11/2023	1172	DavCo Mechanical, LLC	HS Plumbing Repairs	750.00
74	07/11/2023	1344	Strong Rock Drywall LLC	Fix Drywall & Painting in HS	3,295.00
75	07/12/2023	1496	Tulsa Area United Way	Table at Back to School Resource Fair	250.00
76	07/12/2023	607	Sundance Office Supply	Replacement Flores Workroom Desks	11,004.00
77	07/14/2023	776	Gustavo D Ibarra Perez	Consulting services for Wengage setup	480.00
78	07/14/2023	816	Amazon Capital Services	Network Office Purchases - Amazon	10,000.00
79	07/14/2023	604	Townsend Marketing	Lanyards for all staff	250.00
80	07/14/2023	1144	Eddie Allen Mercado	Reimbursement for travel	250.00
81	07/14/2023	1019	Prosperity Bank	Network Office P-Card Purchases	25,000.00
82	07/14/2023	1019	Prosperity Bank	HS P-Card Purchases	5,000.00
83	07/18/2023	1503	ANDREA FIELDS	Reimbursement for Mileage	250.00
84	07/18/2023	816	Amazon Capital Services	Alumni Send-Off Event- CR	591.72
85	07/19/2023	604	Townsend Marketing	Staff Gifts	2,800.00
86	07/19/2023	1023	Goose & Gander	Headshots for all leaders TOTAL = \$500	500.00
87	07/20/2023	831	WalMart	Alumni Send-Off Event- CR	82.70
88	07/20/2023	926	Standley Systems	Lakewood - staples/copy supplies	1,500.00
89	07/24/2023	604	Townsend Marketing	LMS banners/signs/flags	275.00
90	07/24/2023	1019	Prosperity Bank	Lakewood MS - P Card purchases	5,000.00
91	07/26/2023	1528	Kimatra Jones dba Paradigm Striping	HS Scholar Parking Lot Striping	1,750.00
92	07/26/2023	816	Amazon Capital Services	CSP Durable Materials Class Expansion	15,000.00
93	07/26/2023	816	Amazon Capital Services	CSP Class Materials	3,000.00
94	07/26/2023	816	Amazon Capital Services	Crescendo Music Grant for Ukelele's	1,750.00
95	08/02/2023	1534	MEP Education	French Curriculum	6,941.71
96	08/02/2023	816	Amazon Capital Services	CSP Textbooks/Curriculum Resources	2,000.00
97	08/03/2023	1320	Samantha Anne Markley	OU Reimbursement	150.00
98	08/03/2023	604	Townsend Marketing	Banners for MC	75.00
99	08/03/2023	607	Sundance Office Supply	replacement toner cartridge	120.17
100	08/03/2023	1041	Kimberly Danae Siftar	Uniform purchases at Walmart	430.46
101	08/03/2023	1532	Tape & Media Com LLC	Ink for ID Printer	194.53
102	08/03/2023	819	QuikPrint	Practice ACT Printing	1,249.64
103	08/03/2023	1533	Carlos Madariaga	cubby construction	3,049.52
104	08/07/2023	607	Sundance Office Supply	Items for Poster Printer	142.93
105	08/08/2023	898	Lowe's Home Centers, LLC	CSP 610 Building Supplies & Materials (Safety)	2,000.00

Purchase Order Register

Options: Year: 2023-2024, Fund: General Fund, Date Range: 7/11/2023 - 8/14/2023

PO No	Date	Vendor No	Vendor	Description	Amount
106	08/08/2023	816	Amazon Capital Services	CSP 610 Materials and Supplies Classroom	2,000.00
107	08/08/2023	1537	Janus Associates, Inc.	Employee Assistance Program (up to 150 employees)	4,200.00
108	08/08/2023	816	Amazon Capital Services	CSP 618 Materials & Supply (Building/Safety)	18,000.00
109	08/08/2023	1107	Booksource	CSP 641 DEAR books	100,000.00
110	08/08/2023	1371	CTBook Holdings LLC	CSP 641 DEAR Books	50,000.00
111	08/08/2023	1394	J.W. Pepper & Son, Inc.	CSP 640 Music Elective Expansion	5,000.00
112	08/09/2023	1539	Wayside Publishing	CSP 643 AP Textbook (AP Span Lit)	4,332.05
113	08/10/2023	1557	ASI Associates, Inc.	CSP 610 Science Supplies	10,000.00
114	08/10/2023	1407	Gateway Education Holdings, LLC	CSP 640 AP Text AP Bio	5,000.00
115	08/10/2023	1307	Carolina Biological Supply Company	CSP 610 Elective Start UPs (Science)	10,000.00
116	08/10/2023	1230	Flinn Scientific Inc.	CSP 610 Elective Start Up (Science)	10,000.00
117	08/10/2023	816	Amazon Capital Services	CSP 610 Elective Start Up (Science & Math)	10,000.00
118	08/10/2023	607	Sundance Office Supply	CSP 650 Elective Start Up Costs	8,000.00
119	08/10/2023	816	Amazon Capital Services	CSP 650 Elective Start Up	20,000.00
120	08/10/2023	1540	Worthington Direct	CSP 650 Durable Goods/Furniture	8,000.00
121	08/10/2023	1229	Bedford, Freeman, & Worth	CSP 640 AP Textbooks [Government, Psych]	9,200.00
122	08/10/2023	1201	Cengage Learning, Inc.	CSP 640 AP Calculus Book	600.00
123	08/10/2023	1541	Vista Higher Learning, Inc.	CSP 640 AP Spanish Language	4,200.00
124	08/10/2023	1229	Bedford, Freeman, & Worth	CSP 640 AP Textbook (AP Human Geography)	13,500.00
125	08/10/2023	1535	SHYLA KIRSTYNE LANDON	Reimbursement for fingerprint costs. [S. Landon]	58.25
126	08/10/2023	1506	REBECCA CONCETTA SHULL	Reimbursement for fingerprint costs. [R. Shull]	58.25
127	08/10/2023	1527	Jordan Devon Spriggs	Reimbursement for fingerprint costs. [J. Spriggs]	58.25
128	08/10/2023	1498	Amanda Ray	Reimbursement for fingerprint costs. [A. Ray]	58.25
129	08/10/2023	1511	MAISHA FARZANA MUMU	Reimbursement for fingerprint costs. [M. Mumu]	58.25
130	08/10/2023	1521	Cyrus Mercer Randall	Reimbursement for fingerprint costs. [C. Randall]	58.25
131	08/10/2023	1508	CASSANDRA SUE RIGGS	Reimbursement for fingerprint costs. [C. Riggs]	58.25
132	08/10/2023	1520	Tyler C Stevenson	Reimbursement for fingerprinting [T. Stevenson]	58.25
133	08/10/2023	1493	JESSE MCDANIEL	Reimbursement for fingerprint costs. [J. McDaniel]	58.25
134	08/10/2023	1484	VERONICA MENDOZA	Reimbursement for fingerprint costs. [V. Mendoza]	58.25
135	08/10/2023	1504	RACHEL ANN FRIGGEL	Reimbursement for fingerprint costs. [R. Friggel]	58.25

Purchase Order Register

Options: Year: 2023-2024, Fund: General Fund, Date Range: 7/11/2023 - 8/14/2023

PO No	Date	Vendor No	Vendor	Description	Amount
136	08/10/2023	1492	CHISA DENA PERKINS	Reimbursement for fingerprint costs. [C. Perkins]	58.25
137	08/10/2023	1538	SHAUN JACKSON	Reimbursement for fingerprint costs. [S. Jackson]	58.25
138	08/10/2023	1509	STEFANI VANCE-BUCK	Reimbursement for fingerprinting. [S. Vance-Buck]	58.25
139	08/10/2023	1531	MEGAN TURNER	Reimbursement for fingerprint costs. [M. Turner]	58.25
140	08/10/2023	1490	LORI THOMPSON	Reimbursement for fingerprint costs. [L. Thompson]	58.25
141	08/10/2023	1519	BOBBY WAYNE SCHRIMSHER	Reimbursement for fingerprinting [B. Schrimsher]	58.25
142	08/10/2023	1513	LACI APRIL MOORE	Reimbursement for fingerprint costs. [L. Moore]	58.25
143	08/10/2023	1530	GREG LEWIS JOHNSON	Reimbursement for fingerprint costs. [G. Johnson]	58.25
144	08/10/2023	1524	Lamonte George	Reimbursement for fingerprint costs. [L. George]	58.25
145	08/10/2023	1497	ANA M CARD	Reimbursement for fingerprint costs. [A. Card]	58.25
146	08/10/2023	1523	Aaron M Hoover-Stallings	Reimbursement for fingerprinting. [A. Hoover]	58.25
147	08/10/2023	1489	MITCH PREWETT	Reimbursement for fingerprint costs. [M. Prewett]	58.25
148	08/10/2023	1499	MARIS CUTSHAW	Reimbursement for fingerprint costs. [M Cutshaw]	58.25
149	08/10/2023	1526	Rebecca Mae DaVee	Reimbursement for fingerprint costs. [R. DaVee]	58.25
150	08/10/2023	1500	JOHN PATRICK SWOBODA	Reimbursement for fingerprint costs. [J. Swoboda]	58.25
151	08/10/2023	1510	JOSEPH PATRICK MELLOR	Reimbursement for fingerprint costs. [J. Mellor]	58.25
152	08/10/2023	1514	JEFF DAVID GAFFEN	Reimbursement for fingerprint costs. [J. Gaffen]	58.25
153	08/10/2023	1515	BAILEY SARTAIN	Reimbursement for fingerprint costs. [B. Sartain]	58.25
154	08/10/2023	1505	MIKAYLA MCGOLDRICK	Reimbursement for fingerprinting [M. McGoldrick]	58.25
155	08/10/2023	1536	ASIA T MCCASKILL	Reimbursement for fingerprinting. [A. McCaskill]	58.25
156	08/10/2023	1501	HEATHER CHENOWETH	Reimbursement for fingerprinting. [H. Chenoweth]	58.25
157	08/10/2023	1477	JOSHUA D KUCH	Reimbursement for fingerprint costs. [J. Kuch]	58.25
158	08/10/2023	1507	TAVIAN DAVIS	Reimbursement for fingerprint costs. [T. Davis]	58.25
159	08/10/2023	1502	NICK GABRIEL DAILY	Reimbursement for fingerprint costs. [N. Daily]	58.25
160	08/10/2023	1517	LAURA IBARRA	Reimbursement for fingerprint costs. [L. Ibarra]	58.25

Purchase Order Register

Options: Year: 2023-2024, Fund: General Fund, Date Range: 7/11/2023 - 8/14/2023

PO No	Date	Vendor No	Vendor	Description	Amount
161	08/10/2023	1036	Rubena Shaheen Ahmed	Reimbursement for fingerprint costs. [R. Ahmed]	58.25
162	08/10/2023	1525	John David Morrison	Reimbursement for fingerprint costs. [J. Morrison]	58.25
163	08/10/2023	1491	CHEIANNE ALEXANDRA IVY	Reimbursement for fingerprint costs. [C. Ivy]	58.25
164	08/10/2023	1503	ANDREA FIELDS	Reimbursement for fingerprint costs. [A. Fields]	58.25
165	08/10/2023	1512	CHARLENE RAE JOHNSON	Reimbursement for fingerprint costs. [C. Johnson]	58.25
166	08/10/2023	1522	Alana Chastine Kilikin Jordan	Reimbursement for fingerprint costs. [A. Jordan]	58.25
167	08/10/2023	895	Antojitos Bety	Food Service for Staff Outing	922.00
Non-Payroll Total:					\$409,961.43
Payroll Total:					\$265,371.21
Report Total:					\$675,332.64

Tulsa Honor Academy
Purchase Order Register

Options: Year: 2023-2024, Fund: CASUALTY/FLOOD INS FUND, Date Range: 7/1/2023 - 8/14/2023

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/26/2023	607	Sundance Office Supply	network office tables for temp office	899.85
2	07/26/2023	1529	Bingham Services Inc.	for storm cleaning- Sheridan	155,000.00
3	07/31/2023	1172	DavCo Mechanical, LLC	post-storm HVAC repair	2,000.00
4	07/31/2023	1293	Stand-by Personnel Inc.	temporary help to move items post-storm	1,000.00
5	07/31/2023	1141	Office Express Janitorial Services	refrigerator cleaning, post-storm	40.00
				Non-Payroll Total:	\$158,939.85
				Payroll Total:	\$0.00
				Report Total:	\$158,939.85

Activity Fund Deposits				Cleared Activity Fund Expenditures			
Description	Date	Project Code	Total	Description	Date	Project Code	Total
May 2023 Carryover	6/1/23	801 THA HIGH SCHOOL	\$1,521.00	Sams Club Renewal	6/30/23	801 THA HIGH S	\$110.00
May 2023 Carryover	6/1/23	802 THA HS STUDENT COUNCIL	\$1,858.89				
May 2023 Carryover	6/1/23	830 THA MIDDLE SCHOOL	\$460.00				
May 2023 Carryover	6/1/23	861 FLORES MS STUDENT COUNCIL	\$100.00				
May 2023 Carryover	6/1/23	862 FLORES MIDDLE SCHOOL ATHLETICS	\$890.00				
May 2023 Carryover	6/1/23	863 FLORES MIDDLE SCHOOL CLUBS	\$360.00	Total Cleared Expenditures			\$110.00
Yearbook payments	6/2/23	830 THA MIDDLE SCHOOL	\$540.00				
Yearbook payments	6/2/23	801 THA HIGH SCHOOL	\$1,475.00	Subaccount	Amount		
Yearbook payments	6/14/23	830 THA MIDDLE SCHOOL	\$1,082.00	801 THA HIGH SCHOOL	\$2,886.00		
				802 THA HS STUDENT COUNCIL	\$1,858.89		
				830 THA MIDDLE SCHOOL	\$2,082.00		
				861 FLORES MS STUDENT COUNCIL	\$100.00		
				862 FLORES MIDDLE SCHOOL ATHLETICS	\$890.00		
				863 FLORES MIDDLE SCHOOL CLUBS	\$360.00		
				898 STAFF FUND	\$0.00		
				899 GENERAL FUND REFUND	\$0.00		
Total Previous Month Carryover			\$5,189.89				
Total Current Month Deposits			\$3,097.00				
Total Current Month Expenditures			-\$110.00				
End of Month Balance			\$8,176.89				

Activity Fund Deposits				Cleared Activity Fund Expenditures			
Description	Date	Project Code	Total	Description	Date	Project Code	Total
June 2023 Carryover	7/1/23	801 THA HIGH SCHOOL	\$2,886.00				
June 2023 Carryover	7/1/23	802 THA HS STUDENT COUNCIL	\$1,858.89				
June 2023 Carryover	7/1/23	830 THA MIDDLE SCHOOL	\$2,082.00				
June 2023 Carryover	7/1/23	861 FLORES MS STUDENT COUNCIL	\$100.00				
June 2023 Carryover	7/1/23	862 FLORES MIDDLE SCHOOL ATHLETICS	\$890.00				
June 2023 Carryover	7/1/23	863 FLORES MIDDLE SCHOOL CLUBS	\$360.00				
				Total Cleared Expenditures			\$0.00
		NO JULY 2023 ACTIVITY					
				Subaccount	Amount		
				801 THA HIGH SCHOOL	\$2,886.00		
				802 THA HS STUDENT COUNCIL	\$1,858.89		
				830 THA MIDDLE SCHOOL	\$2,082.00		
				861 FLORES MS STUDENT COUNCIL	\$100.00		
				862 FLORES MIDDLE SCHOOL ATHLETICS	\$890.00		
				863 FLORES MIDDLE SCHOOL CLUBS	\$360.00		
				898 STAFF FUND	\$0.00		
				899 GENERAL FUND REFUND	\$0.00		
Total Previous Month Carryover			\$8,176.89				
Total Current Month Deposits			\$0.00				
Total Current Month Expenditures			\$0.00				
End of Month Balance			\$8,176.89				