



KIPP TULSA PUBLIC CHARTER SCHOOLS

KIPP Tulsa Public Charter Schools - Regular Board Meeting

July 28, 2026

Published on July 23, 2026 at 9:16 PM CDT

Amended on July 27, 2026 at 9:22 AM CDT

Date and Time

Tuesday July 28, 2026 at 12:00 PM CDT

Location

KIPP Tulsa University Prep High School
541 S. 43rd W. Ave.
Tulsa, OK 74127

Members of the public shall be allowed to submit requests to address the board of directors. To expedite requests to comment, the public may send those requests to the board at kfinley@kippok.org at least 1 hour prior to the start of the meeting. The final determination of whether an item will appear as a public comment will be at the discretion of the board chair. Comments will take place in the order they were received via email, will be limited to three (3) minutes, and must be related to an agenda item or topic. Your comment can be heard when the Board Chairperson acknowledges you. A spokesperson must be selected when several people wish to address the same subject. The Board Chairperson may interrupt and terminate any comments that do not meet these criteria. Board members may not respond directly to speakers' comments.

Board Members:

Jacob Odom, Dewayne Dickens, Michael Epps, Darnell Blackmon, Brett Krieg, Kim Boyd, Kyara Smith, Jumoke Akingbola

School Representatives:

Donterrio Marzett, Superintendent; Keet Finley, School Operations Support; Mayra Burke, Finance Specialist; Sienna Scott, Director of Teaching and Learning; Janey Nemard, Development Director; Tiona Bowman, Principal; Melanie Rathod, Principal; and Bill Hickman, Legal Counsel

Access to the board agenda will be posted on the KIPP Tulsa Website: <https://www.kipptulsa.org> *Click on the KIPP Tulsa drop-down menu, then click on Tulsa Board of Directors, and scroll down to Meeting Dates, Agendas & Minutes of scheduled meetings for the agenda.

Official action can be taken only on items that appear on the Agenda. The KIPP Tulsa Board of Directors may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Board or the Chair may refer the matter to the Superintendent or Legal Counsel. The Board may also refer items to staff or committees for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely.

Agenda

	Purpose	Presenter	Time
I. Opening Items			12:00 PM
A. Call the Meeting to Order		Dewayne Dickens	1 m
B. Welcome		Dewayne Dickens	1 m
C. Roll Call		Keet Finley	2 m
D. Agenda Review		Dewayne Dickens	2 m
II. Public Comment			12:06 PM
A. Public Comment	FYI	Dewayne Dickens	5 m
B. Southwest Foodservice Excellence - Shauna Strub	FYI	Donterrio Marzett	5 m
Representatives from SFE Food Management Company, KIPP Tulsa's newly selected Food Service Management Company (FSMC), will be introduced to the Board. SFE will provide an overview of their organization, meal program operations, and plans for supporting KIPP Tulsa's Child Nutrition Program during the 2026–2027 school year.			

	Purpose	Presenter	Time
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The presentation will also provide Board members an opportunity to meet the team and ask questions.

III. Board Committee Reports			12:16 PM
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A.	Finance Committee	FYI	Brett Krieg	8 m
B.	Academic Committee	FYI	Dewayne Dickens	8 m
	Executive Team Report			
C.	Development Committee	FYI	Janey Nemard	8 m
D.	Governance Committee	FYI	Jacob Odom	5 m

IV. Executive Director Report			12:45 PM
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A.	Compliance & Operations Update	FYI	Keet Finley	4 m
	Executive Team Report			
B.	Executive Director Updates	FYI	Donterrio Marzett	3 m

V. Consent Agenda			12:52 PM
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Motion and vote on recommendations.

A.	Approve June 12, 2026 Special Board Meeting Minutes	Approve Minutes	Dewayne Dickens	1 m
B.	Approval of the May Financial Reports	Vote	Dewayne Dickens	1 m
C.	Approval of General Fund Purchase Orders	Vote	Dewayne Dickens	1 m
	• PO 2026-11-190 through 2026-11-207 and 2026-11-50100 through 2026-11-50102 • PO 2027-11-1 through 2026-11-113 and 2027-11-50000 through 2027-11-50029			
D.	Approval of Activity Fund Purchase Orders	Vote	Dewayne Dickens	1 m

	Purpose	Presenter	Time
• PO 2026-60-102 through 2026-60-113			
E. Approval of Building Fund Items 2027-21-50000 through 2027-21- 50003	Vote	Dewayne Dickens	1 m
F. Approval of Gifts Fund Items 2026-81-18	Vote	Mayra Burke	1 m
G. Activity Fund Transfers	Vote	Dewayne Dickens	3 m
The Board is asked to approve the transfer of funds between activity fund accounts to ensure balances accurately reflect the intended use of funds and support approved student activities and school operations in accordance with District policies and accounting requirements.			

VI. Action Agenda**1:01 PM**

A. Approval of KIPP Tulsa College Preparatory Charter Contract (2026–2029)	Vote	Donterrio Marzett	4 m
The Board of Directors is presented with the proposed Charter Contract between Independent School District No. 1 of Tulsa County (Tulsa Public Schools) and KIPP Tulsa College Preparatory, Inc., for the operation of KIPP Tulsa College Preparatory Middle School. The proposed contract establishes the terms, conditions, rights, responsibilities, accountability measures, and performance expectations governing the school's operation as a public charter school authorized by Tulsa Public Schools. The contract term will commence on July 1, 2026, and continue through June 30, 2029, unless otherwise renewed, amended, or terminated in accordance with the provisions of the agreement. The contract outlines requirements related to academic performance, student enrollment, special education services, fiscal management, governance, facilities, compliance with state and federal laws, and annual performance evaluations. The contract also incorporates Tulsa Public Schools' Charter Performance Framework, which will be used to evaluate the school's academic, financial, operational, and governance performance throughout the charter term. Renewal decisions will be based upon the school's performance against these established standards.			

	Purpose	Presenter	Time
	Approval of the contract will allow KIPP Tulsa College Preparatory Middle School to continue operating as a Tulsa Public Schools-authorized charter school through the 2028–2029 school year.		
B.	Approval of KIPP Tulsa University Prep Charter Contract (2026–2029)	Vote Donterrio Marzett	4 m
The Board of Directors is presented with the proposed Charter Contract between Independent School District No. 1 of Tulsa County (Tulsa Public Schools) and KIPP Tulsa University Preparatory, Inc., for the continued operation of KIPP Tulsa University Prep High School. The proposed contract establishes the terms, conditions, accountability measures, and operational requirements governing the school's authorization as a public charter school sponsored by Tulsa Public Schools. The contract term will begin on July 1, 2026, and continue through June 30, 2029, unless renewed, amended, or terminated in accordance with the provisions of the agreement. The contract outlines expectations related to academic achievement, student enrollment, special education services, fiscal management, governance, facilities, compliance with state and federal law, and ongoing performance oversight. The contract authorizes KIPP Tulsa University Prep High School to serve students in grades 9 through 12 and incorporates Tulsa Public Schools' Charter Performance Framework, which will be used to evaluate the school's academic, financial, operational, and governance performance throughout the charter term. Approval of the contract will allow KIPP Tulsa University Prep High School to continue operating as a Tulsa Public Schools-authorized charter school through the 2028–2029 school year and maintain its commitment to preparing students for success in college, career, and life.			
C.	Approval of Lease Agreement with Tulsa Facilities, LLC for KIPP Tulsa College Preparatory Middle School	Vote Donterrio Marzett	3 m
The Board of Directors is presented with a proposed Lease Agreement between Tulsa Facilities, LLC and KIPP Tulsa College Preparatory Middle School for the continued operation of the Woods campus located at 1661 E. Virgin Street, Tulsa, Oklahoma. The agreement establishes the terms under which KIPP Tulsa will lease the facility while creating a pathway toward potential future ownership of the property through a rent-credit and purchase option structure.			

	Purpose	Presenter	Time
	Under the proposed agreement, Tulsa Facilities, LLC will acquire and improve the property and lease it to KIPP Tulsa for educational purposes. The lease is structured to support KIPP Tulsa’s long-term facilities strategy by providing below-market lease terms, facility improvements, and an option to purchase the property in the future. The facility will continue to be used exclusively for the operation of KIPP Tulsa College Preparatory Middle School. The agreement includes provisions related to facility improvements, maintenance responsibilities, insurance requirements, operational performance standards, reporting requirements, and future purchase opportunities. The initial lease term is five years following completion of facility improvements and commencement of rent payments. Approval of the lease agreement will ensure continuity of operations at the middle school campus and provide a long-term framework for facility stability and growth.		
D.	Approval of Lease Renewal Agreement for KIPP Tulsa College Preparatory Middle School Facility	Vote Donterrio Marzett	3 m
	The Board of Directors is presented with a proposed Lease Renewal Agreement between KIPP Tulsa College Preparatory, Inc. and Tulsa Public Schools for the continued use and occupancy of the Woods campus located at 1661 East Virgin Street, Tulsa, Oklahoma, pending the anticipated sale of the property to Tulsa Facilities, LLC. The current lease agreement is scheduled to expire on June 30, 2026. Because the anticipated closing of the sale of the property to Tulsa Facilities, LLC is expected to occur after that date, the parties have negotiated a temporary month-to-month lease renewal to ensure uninterrupted school operations during the transition period. Under the terms of the renewal agreement: • The lease will continue on a month-to-month basis beginning July 1, 2026, at a rate of \$1.00 per month; • The agreement will remain in effect until the earlier of September 30, 2026, or the date Tulsa Facilities, LLC closes on the purchase of the property; • KIPP Tulsa will coordinate with Tulsa Public Schools to facilitate due diligence activities, inspections, and surveys associated with the sale transaction; • Tulsa Public Schools will retain access to remove district-owned technology, security, network, and communication equipment necessary for the transition; and		

	Purpose	Presenter	Time
	Tulsa Public Schools will discontinue maintenance services effective July 1, 2026, except for services related to life safety systems Approval of this lease renewal will provide continuity of operations for KIPP Tulsa College Preparatory and support a smooth transition to the anticipated long-term lease.		
E.	Approval of Lease Renewal Agreement for KIPP Tulsa University Prep High School Facility	Vote Donterrio Marzett	3 m
The Board of Directors is presented with a proposed Lease Renewal Agreement between KIPP Tulsa University Preparatory, Inc. and Tulsa Public Schools for the continued use and occupancy of the Mark Twain campus located at 541 South 43rd West Avenue, Tulsa, Oklahoma, pending the anticipated closing of the purchase of the property by KIPP Tulsa. The current lease agreement is scheduled to expire on June 30, 2026. Because the anticipated closing of the property purchase is expected to occur after that date, the parties have negotiated a temporary month-to-month lease renewal to ensure uninterrupted school operations during the transition period. Under the terms of the renewal agreement: - The lease will continue on a month-to-month basis beginning July 1, 2026, at a rate of \$1.00 per month; - The agreement will remain in effect until the earlier of September 30, 2026, or the date KIPP Tulsa successfully closes on the purchase of the property; - KIPP Tulsa will coordinate with Tulsa Public Schools to facilitate due diligence activities, inspections, and surveys associated with the sale transaction; - Tulsa Public Schools will retain access to remove district-owned technology, security, network, and communication equipment necessary for the transition; and - Tulsa Public Schools will discontinue maintenance services effective July 1, 2026, except for services related to life safety systems Approval of this lease renewal will provide continuity of operations for KIPP Tulsa University Prep High School and support a smooth transition to permanent ownership of the Mark Twain facility following the closing of the property sale.			
F.	Approval of Contract for Sale and Purchase of Real Estate – Mark Twain Property	Vote Donterrio Marzett	3 m

	Purpose	Presenter	Time
	The Board of Directors is presented with the Contract for Sale and Purchase of Real Estate for the acquisition of the Mark Twain property, located at 541 S. 43rd W. Ave., Tulsa, Oklahoma, currently serving as the campus of KIPP Tulsa University Prep High School. KIPP Tulsa exercised its statutory right of first refusal to purchase the Mark Twain property following Tulsa Public Schools' consideration of an offer from Life Senior Services, Inc. The purchase price established in the contract is \$302,000, with an earnest money deposit of \$30,200, representing ten percent (10%) of the purchase price. The contract provides for the acquisition of the property from Independent School District No. 1 of Tulsa County, Oklahoma, a/k/a Tulsa Public Schools, and establishes the terms and conditions governing title review, closing, possession, and conveyance of the property. Acquisition of the Mark Twain property will provide long-term facility stability for KIPP Tulsa University Prep High School and support KIPP Tulsa's broader strategic facilities plan.		
G.	Approval of Fund Transfer – Gifts Fund to General Fund	Vote Mayra Burke	3 m
	Request Board approval of a \$150,000 transfer from the Gifts Fund to the General Fund to cover additional security-related expenses associated with the transition and purchase of the school building. These funds will support necessary security upgrades and transition costs incurred as part of the building acquisition.		
H.	Approval of Tulsa Engineering & Planning Associates, Inc. ALTA/NSPS Land Title Survey Proposal – Mark Twain Property	Vote Donterrio Marzett	3 m
	The Board of Directors is presented with a proposal from Tulsa Engineering & Planning Associates, Inc. (TEP) to provide professional surveying services for the Mark Twain property located at 541 S. 43rd W. Ave., Tulsa, Oklahoma, in connection with KIPP Tulsa Facilities, LLC's acquisition of the property. The proposed scope of work includes preparation of an ALTA/NSPS Land Title Survey in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys effective February 23, 2026. The survey will include		

	Purpose	Presenter	Time
	specified Table A items and will support the title review, due diligence, and closing process associated with the acquisition of the Mark Twain property. TEP anticipates delivering the completed survey approximately three (3) weeks after receiving notice to proceed. The proposed lump-sum fee for the survey services is \$10,750.00. Any subsequent revisions or updates requested following delivery of the completed survey may be billed separately at the hourly rates established in the proposal.		
I.	Approval of Appointment of Brian Humphrey to the Board of Directors	Vote Dewayne Dickens	2 m
	The Board of Directors is presented with the nomination of Brian Humphrey to serve as a member of the KIPP Tulsa Public Charter Schools Board of Directors. Mr. Humphrey currently serves as Vice President of Commercial Banking and Lending with BancFirst and brings extensive experience in commercial lending, nonprofit finance, community development, affordable housing, and strategic growth initiatives. Throughout his career, he has originated and managed substantial commercial lending portfolios, advised nonprofit and community organizations, and developed expertise in financing structures involving affordable housing, tax credits, and community investment initiatives. In addition to his professional experience, Mr. Humphrey currently serves as a Commissioner on the Tulsa Metropolitan Area Planning Commission, Chair of the Greater Tulsa African American Affairs Commission, and Chair of Growing Together, where he has provided governance leadership and strategic oversight for community-focused initiatives serving children and families throughout Tulsa. Mr. Humphrey's expertise in finance, facilities development, community partnerships, and governance would provide valuable support to KIPP Tulsa as the organization advances its strategic priorities, including long-term facilities acquisition, financial sustainability, and continued growth in service to students and families.		
J.	Approval of Fiscal Year 2026–2027 Budget	Vote Brett Krieg	5 m
	The Board of Directors is presented with the proposed Fiscal Year 2026–2027 (FY27) Budget for KIPP Tulsa Public Charter Schools. The proposed budget establishes the organization's financial plan for the upcoming fiscal year and reflects anticipated revenues, expenditures, staffing needs, instructional priorities, student services, facilities, transportation, and other operational requirements.		

	Purpose	Presenter	Time
	The FY27 budget has been developed to align available financial resources with KIPP Tulsa's strategic priorities while maintaining a continued focus on academic achievement, operational effectiveness, and long-term financial sustainability.		
K.	Approval of Memorandum of Understanding Between Oral Roberts University and KIPP Tulsa Public Charter Schools	Vote Donterrio Marzett	2 m

The Board of Directors is presented with a proposed Memorandum of Understanding (MOU) between Oral Roberts University (ORU) and KIPP Tulsa Public Charter Schools. The purpose of the MOU is to establish a collaborative partnership that expands educational opportunities for KIPP Tulsa students, faculty, and staff while strengthening the educator pipeline and leadership development initiatives.

Under the proposed agreement, the partnership includes:

- Promotion of ORU educational programs and opportunities within the KIPP Tulsa community;
- Tuition discounts and scholarship opportunities for KIPP Tulsa students, graduates, faculty, staff, and eligible family members;
- Shared learning opportunities for ORU students through internships, conferences, special events, and other experiential learning activities hosted by KIPP Tulsa; and
- Additional collaborative initiatives will be mutually agreed upon by both institutions.

The MOU also establishes a strategic partnership between ORU's College of Education and KIPP Tulsa to recruit, prepare, mentor, and employ international graduate students pursuing careers in education. This initiative is designed to strengthen the educator workforce while providing structured mentoring, professional development, and career pathways for participating educators.

The agreement has an initial term of **three (3) years**, with an opportunity for renewal upon mutual written consent. The MOU does not obligate either party to specific financial commitments; any financial arrangements necessary to implement collaborative activities will be negotiated separately.

L.	Approval of SFE Food Management Contract	Vote Mayra Burke	5 m
	The Board will consider approval of the Food Service Management Company contract with SFE Food Management. SFE was selected as the winning bidder through KIPP		

	Purpose	Presenter	Time
Tulsa's competitive Child Nutrition Request for Proposal process and will provide food service management services for the 2026–2027 school year.			
VII. Executive Session			1:41 PM
A. Proposed Executive Session Regarding Superintendent Employment Contract for the 2026–2027 School Year	Vote	Dewayne Dickens	2 m
The Board of Directors will consider convening in executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, compensation, and terms of the Superintendent's Employment Contract for the 2026–2027 school year.			
B. Vote and Acknowledge Return to Open Session	Vote	Dewayne Dickens	2 m
The Board will acknowledge its return to open session and announce that no action was taken during executive session except as required by law			
C. Possible Action Item Following Executive Session	Vote	Dewayne Dickens	2 m
Discussion and possible action regarding the approval of the Superintendent Employment Contract for the 2026–2027 school year, including authorization for the Board Chair to execute the agreement on behalf of KIPP Tulsa Public Charter Schools.			
VIII. New Business			
IX. Closing Items			1:47 PM
A. Announcements	FYI	Dewayne Dickens	1 m
Our annual Back to School BBQ will be held on Friday, August 7, 2026, from 6:00pm-7:30pm at B.S. Roberts Park.			
The next regular board meeting will be held on Tuesday, August 25, 2026, from 12:00pm-1:30pm at KIPP Tulsa University Prep High School.			
B. Adjourn Meeting	Vote	Dewayne Dickens	

This agenda was posted by Mayra Burke at kipptulsa.org and at the front entrances of KIPP Tulsa College Preparatory and KIPP Tulsa University Prep on July 27, 2026, at 8:00 a.m. in compliance with the Oklahoma Open Meeting Act.

Regular Meeting, July 28, 2026

Coversheet

Finance Committee

Section:	III. Board Committee Reports
Item:	A. Finance Committee
Purpose:	FYI
Submitted by:	
Related Material:	June 2026 Finance Committee Packet.pdf

KIPP TULSA COLLEGE PREP SCHOOL DISTRICT
MONTHLY FINANCIAL REPORT

May 31, 2026 and Year to Date

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Revenue Expenditure Summary

– Activity Fund



JENKINS & KEMPER
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA
MICHAEL KEMPER, CPA

June 26, 2026

Honorable Board of Education
KIPP Tulsa College Prep School District
Tulsa, Oklahoma

I have compiled the accompanying statement of assets, liabilities, and net assets – modified cash basis for the KIPP Tulsa College Prep School District as of May 31, 2026 and the related statements of revenues and expenses – cash basis for the eleven (11) months then ended for the General, Building, and Gifts Funds. Prior year's comparative revenue and expense information and current year budgetary information are included in the related statements of revenue and expenses, as well as items listed in the table of contents under the heading supplemental information, which are presented only for analysis purposes. My compilation was performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the cash basis of accounting and the budget laws of the State of Oklahoma, which is a basis of accounting other than generally accepted accounting principles.

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

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

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

I am not independent with respect to KIPP Tulsa College Prep School District.

Sincerely,

Jenkins & Kemper, CPAs P.C.

Jack H. Jenkins
Certified Public Accountant

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KIPP TULSA COLLEGE PREP SCHOOL DISTRICT
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - CASH BASIS
MAY 31, 2026

	<u>General</u>	<u>Building</u>	<u>Gifts</u>	<u>Activity</u>	<u>Totals</u>
Assets					
Cash	\$ 503,119.62	254,071.46	1,506,501.82	81,464.23	2,345,157.13
Due to Activity Fund			(4,000.00)	4,000.00	-
Total Assets	<u>503,119.62</u>	<u>254,071.46</u>	<u>1,506,501.82</u>	<u>85,464.23</u>	<u>2,345,157.13</u>
Liabilities					
O/S Warrants	492,725.25	150.00	40,318.79	1,416.27	534,610.31
Reserves					-
Funds held for student activities					
Total Liabilities	<u>492,725.25</u>	<u>150.00</u>	<u>40,318.79</u>	<u>1,416.27</u>	<u>534,610.31</u>
Net Assets as of 5/31/26	<u>10,394.37</u>	<u>253,921.46</u>	<u>1,466,183.03</u>	<u>84,047.96</u>	<u>1,810,546.82</u>
Net Assets 06/30/2025	<u>\$ 473,800.76</u>	<u>467,999.80</u>	<u>999,295.28</u>		<u>1,941,095.84</u>
Cash Breakdown:					
Primary Checking	\$ 1,166,955.19				
Redbud Funding	151,567.56				
Activity Checking	77,899.58				
Savings	951,457.01				
Adjustments to cash	(2,722.21)				
Totals	<u>\$ 2,345,157.13</u>				

SEE ACCOUNTANT'S COMPILATION REPORT

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KIPP TULSA COLLEGE PREP
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS-CASH BASIS

General Fund	Source	2024-25	2024-25	% to YTD	2025-26	2025-26	2025-26	% to YTD
<u>Revenue</u>	<u>Code</u>	<u>Actual</u>	<u>As of 5/31/25</u>	<u>to Actual</u>	<u>Budgeted</u>	<u>Estimated Budget</u>	<u>As of 5/31/26</u>	<u>Est. Budg.</u>
LOCAL SOURCES								
Interest Earnings	1300	\$ 3,227.60	2,904.73	90%		3,000.00	2,951.61	98%
Reimbursements	1500	44,845.85	17,294.05	39%		32,170.98	32,170.98	100%
United Way Donations (169)	1600	353,875.00	324,385.42	92%	353,000.00	353,000.00	330,635.42	94%
918 Rising Charter (230, 245)	1600	240,905.19	240,905.19	100%				N/A
Other Local Sources of Revenue	1600	138,916.28	138,916.28	100%				N/A
District Contracts KIPP Found.	1650	193,298.24	181,101.24	94%	113,293.63	196,893.63	196,893.63	100%
Refund Prior Yr Expenditures	1680	6,362.50	6,362.50	100%				N/A
Non-revenue Receipts	5000	87,609.18	58,541.05	67%		71,794.50	71,794.50	100%
STATE SOURCES								
				N/A				N/A
Foundation & Sal. Incentive Aid	3210	3,585,281.47	3,262,499.49	91%	4,285,688.57	4,118,770.28	3,748,132.47	91%
Flexible Benefits Reimb.	3250	366,055.00	320,491.04	88%	375,000.00	440,582.64	387,618.75	88%
Purchase of Textbooks	3420	32,194.59	32,194.59	100%	34,000.00	36,463.89	33,182.14	91%
School Resource Officer Grant	3436	183,829.62	183,829.62	100%	92,000.00	93,041.47	93,041.47	100%
Tobacco Settlement Endow.	3650			N/A		9,857.53	9,857.53	100%
State Sources of Revenue	3690	4,020.38	4,020.38	100%		10,460.00	10,460.00	100%
State Sources of Revenue (Proj. 361)	3690					3,738.86	3,738.86	100%
State Matching	3720	2,223.48	2,223.48	100%		2,440.66	2,440.66	100%
FEDERAL SOURCES								
				N/A				N/A
Title I (Proj. 511&515)	4210	220,455.41	220,455.41	100%	500,000.00	310,253.32	278,620.32	90%
Title II, Part A (541)	4271	43,166.15	43,166.15	100%		34,696.75	34,696.75	100%
Special Education Programs	4300	80,198.43	80,198.43	100%		130,658.21	130,658.21	100%
Title IV, Part A	4442	17,966.35	17,966.35	100%		16,911.51	16,911.51	100%
ESSERF/CARES (793 & 795)	4689	53,556.23	53,556.23	100%				N/A
Lunches	4710	183,395.07	170,818.35	93%	180,000.00	243,978.00	243,978.00	100%
Breakfast	4720	71,841.17	66,732.87	93%	50,000.00	88,191.18	88,191.18	100%
National School Lunch Program	4780	16,612.51		0%	20,000.00			N/A
Total Revenue		5,929,835.70	5,428,562.85	92%	6,002,982.20	6,196,903.41	5,715,973.99	92%
Lapsed Appr/Estopped Warr.	6130/40	5,606.04	5,606.04		2,428.48	2,428.48	2,428.48	
Net Assets - Beginning		764,629.81	764,629.81	100%	473,800.76	473,800.76	473,800.76	100%
Balance Available		\$ 6,700,071.55	6,198,798.70	93%	6,479,211.44	6,601,338.15	6,192,203.23	94%

KIPP TULSA COLLEGE PREP
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS-CASH BASIS

<u>Expenditures</u>	Object Code	2024-25 Actual	2024-25 As of 5/31/25	% YTD to Actual	2025-26 Original Budget	2025-26 Estimated Budget	2025-26 As of 5/31/26	% YTD Est. Budg.
Salaries	100	\$ 3,114,358.51	3,108,161.45	100%	3,364,023.86	3,230,000.00	3,220,772.30	100%
Employee Benefits	200	902,775.57	900,007.26	100%	961,266.89	960,000.00	953,555.32	99%
Worker's Comp./State Unempl.	290	40,874.92	22,806.85	56%		50,000.00	48,541.72	97%
Professional Services	300	308,823.87	286,579.08	93%	327,055.00	250,000.00	233,179.23	93%
Utility Services	410	19,541.53	19,541.53	100%	232,000.00			N/A
Repairs and Maintenance Services	430	159,221.51	153,002.77	96%	101,500.00	130,000.00	112,418.12	86%
Rentals or Lease Services	440	244,439.80	223,722.40	92%	245,000.00	250,000.00	249,820.80	100%
Student Transportation	510	210,545.78	208,220.71	99%	199,475.00	300,000.00	293,341.27	98%
Insurance Services	520	82,307.00	82,307.00	100%	85,850.00	60,000.00	57,151.72	95%
Communications Services	530	11,362.60	9,768.08	86%	15,000.00	30,000.00	18,509.46	62%
Advertising	540	41,417.51	34,111.51	82%	50,500.00	100,000.00	91,446.18	91%
Printing and Binding	550	4,621.01	4,621.01	100%	70,000.00	10,000.00	5,679.05	57%
Other LEAs Within the State	560	17,962.27	17,950.07	100%	27,125.00	20,000.00	14,449.31	72%
Food Service Management	570	330,343.52	310,646.37	94%	300,000.00	310,000.00	308,109.71	99%
Out-of-District Travel	580	67,839.18	57,694.95	85%	75,750.00	50,000.00	32,768.24	66%
General Supplies	610	119,400.83	97,778.99	82%	191,600.00	240,000.00	191,220.33	80%
Energy (Elect., Natural Gas, Fuel)	620	102,938.32	91,383.16	89%				N/A
Books	640	157,824.12	155,497.44	99%	130,000.00	150,000.00	142,486.04	95%
Furniture, Fixtures, Tech, etc.	650	58,734.91	58,734.91	100%	105,550.00	100,000.00	80,720.32	81%
Student and Staff	680	18,379.71	14,635.13	80%	25,250.00	10,000.00	6,644.45	66%
Property	700	16,612.51	16,612.51	100%				N/A
Technology Related	730					50,000.00	1,941.17	4%
Charter School Sponsorship Fee	805	35,852.81	32,624.98	91%	37,370.00	50,000.00	37,481.32	75%
Dues and Fees	810	82,596.28	40,437.99	49%	50,500.00	80,000.00	31,579.53	39%
Staff Registration & Tuition	860	2,664.45	2,150.00	81%	2,020.00	10,000.00	5,599.00	56%
Reimbursement	930	74,652.27	64,836.02	87%		50,000.00	44,394.27	89%
Total Expenditures		6,226,090.79	6,013,832.17	97%	6,596,835.75	6,490,000.00	6,181,808.86	95%
Net Assets - Ending		\$ 473,980.76	184,966.53		(117,624.31)	111,338.15	10,394.37	

KIPP TULSA COLLEGE PREP - 2025-26 FISCAL YEAR
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS - CASH BASIS

	Source	2024-25	2024-25	% of YTD	2025-26	2025-26	2025-26	% of YTD
	Codes	Actual	As of 5/31/25	to Actual	Original Budget	Estimated Budget	As of 5/31/26	to Est. Budg.
Building Fund								
<u>Revenue</u>								
Interest	1310	\$ 1,228.40	1,130.49	92%		1,100.00	847.65	77%
Miscellaneous Reimbursements	1590	240.00	240.00	100%		200.00		0%
Redbud Grant	3435	291,913.73	169,309.96	58%	450,000.00	300,000.00	174,227.21	58%
Total Revenue		293,382.13	170,680.45	58%	450,000.00	301,300.00	175,074.86	58%
Beginning Fund Balance	6110	458,622.06	458,622.06		467,999.80	467,999.80	467,999.80	
Total Revenue Available		752,004.19	629,302.51		917,999.80	769,299.80	643,074.66	
<u>Expenditures</u>								
Cleaning Services	420	7,042.84	7,042.84	100%	140,000.00	7,000.00		0%
Repairs & Maint. Services	430	267,209.60	229,275.58	86%	40,400.00	335,000.00	308,866.06	92%
Property Services	440			N/A		23,500.00	27,128.81	115%
Construction Services	450			N/A		10,500.00	13,291.70	127%
Supplies & Materials	600	7,095.87	4,406.27	62%	20,000.00	6,000.00	2,631.97	44%
Capital Improvements	700	2,656.08		0%				N/A
Technology Related	730					32,500.00	25,647.00	79%
Dues and Fees	810			N/A			32.50	N/A
Reimbursement	930					12,000.00	11,555.16	96%
Total expenditures		284,004.39	240,724.69	85%	200,400.00	426,500.00	389,153.20	91%
Ending Net Assets		\$ 467,999.80	388,577.82		717,599.80	342,799.80	253,921.46	

KIPP TULSA COLLEGE PREP - 2025-26 FISCAL YEAR
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS - CASH BASIS

Gifts Fund	Source Codes	2024-25 Actual	2024-25 As of 5/31/25	% of YTD to Actual	2025-26 Budgeted	2025-26 As of 5/31/26	% of YTD to Budgeted
<u>Revenue</u>							
Earnings on Investments	1390	\$ 72,819.03	52,000.47	71%		85,415.26	N/A
Donations	1610	486,205.28	485,931.28	100%	647,000.00	599,719.63	93%
Non-revenue Receipts	5000	530.20	530.20	100%			N/A
Interfund Transfer	6200						
Transfer to Activity Fund	6200	(148,179.11)	(121,842.79)	N/A		(113,231.71)	N/A
Total Revenue		411,375.40	416,619.16	101%	647,000.00	571,903.18	88%
Lapsed/Estopped Warr.	6130/6140				228.16	228.16	
Beginning Fund Balance		591,075.08	591,075.08		999,295.28	999,295.28	
		1,002,450.48	1,007,694.24		1,646,523.44	1,571,426.62	
<u>Expenditures</u>							
Professional Development	350			N/A	80,000.00		0%
Rental	440	1,028.16	1,028.16	100%		40,747.30	N/A
Advertising	540	450.00	450.00	100%			N/A
Awards	680	1,146.84	1,146.84	100%		33,796.29	N/A
Dues and Fees	810			N/A			N/A
Other Misc Exp.	890			N/A		30,700.00	N/A
Reimbursement	930	530.20	530.20	100%			N/A
Total expenditures		3,155.20	3,155.20	100%	80,000.00	105,243.59	132%
Ending Assets		\$ 999,295.28	1,004,539.04		1,566,523.44	1,466,183.03	

SUPPLEMENTAL INFORMATION

**KIPP TULSA COLLEGE PREP - 2025-26 FISCAL YEAR
THREE (3) YEAR COMPARISON - GENERAL FUND - CASH BASIS**

	2023-24 Expenditures		2024-25 Expenditures		2025-26 Expenditures	
	Salary	Non-salary	Salary	Non-salary	Salary	Non-salary
July	\$ 354,760.20	85,236.57	276,447.76	94,981.55	257,667.15	114,650.02
August	366,652.71	137,540.30	342,683.11	238,028.30	391,657.19	165,895.00
September	518,888.48	224,769.41	323,411.26	229,578.12	357,354.24	159,238.86
October	332,225.46	101,762.70	333,222.91	149,998.39	377,777.26	256,463.87
November	354,146.47	207,836.02	355,103.39	217,656.11	348,715.68	117,138.62
December	365,417.05	195,347.84	340,638.97	129,415.87	353,028.55	272,089.27
January	326,994.33	168,661.19	335,691.57	189,871.03	332,841.71	178,670.65
February	336,124.60	69,257.55	335,884.36	52,492.22	343,146.78	136,460.59
March	337,668.85	134,498.51	325,440.68	298,370.97	343,570.94	280,947.60
April	341,203.05	157,207.73	340,540.61	285,561.39	355,219.77	77,920.49
May	723,086.08	225,249.93	699,104.09	119,709.51	705,914.43	255,440.19
June	4,508.89	431,434.42	8,965.37	203,473.25		
	<u>4,361,676.17</u>	<u>2,138,802.17</u>	<u>4,017,134.08</u>	<u>2,209,136.71</u>	<u>4,166,893.70</u>	<u>2,014,915.16</u>
		<u>6,500,478.34</u>		<u>6,226,270.79</u>		<u>6,181,808.86</u>

	2023-24 Expenditures		2024-25 Expenditures		2025-26 Expenditures	
	Salary	Non-salary	Salary	Non-salary	Salary	Non-salary
July	354,760.20	85,236.57	276,447.76	94,981.55	257,667.15	114,650.02
August	366,652.71	137,540.30	342,683.11	238,028.30	391,657.19	165,895.00
September	518,888.48	224,769.41	323,411.26	229,578.12	357,354.24	159,238.86
October	332,225.46	101,762.70	333,222.91	149,998.39	377,777.26	256,463.87
November	354,146.47	207,836.02	355,103.39	217,656.11	348,715.68	117,138.62
December	365,417.05	195,347.84	340,638.97	129,415.87	353,028.55	272,089.27
January	326,994.33	168,661.19	335,691.57	189,871.03	332,841.71	178,670.65
February	336,124.60	69,257.55	335,884.36	52,492.22	343,146.78	136,460.59
March	337,668.85	134,498.51	325,440.68	298,370.97	343,570.94	280,947.60
April	341,203.05	157,207.73	340,540.61	285,561.39	355,219.77	77,920.49
May	723,086.08	225,249.93	699,104.09	119,709.51	705,914.43	255,440.19
June						
	<u>\$ 4,357,167.28</u>	<u>1,707,367.75</u>	<u>4,008,168.71</u>	<u>2,005,663.46</u>	<u>4,166,893.70</u>	<u>2,014,915.16</u>
		<u>6,064,535.03</u>		<u>6,013,832.17</u>		<u>6,181,808.86</u>

FOR INTERNAL USE ONLY

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KIPP TULSA COLLEGE PREPARATORY**Revenue/Expenditure Summary****Options:** Fund: 60, Date Range: 7/2/2025 - 5/31/2026

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
800 ACTIVITY FUND UNKNOWN/UNASSIGNED	\$0.00	\$1,093.24	\$0.00	\$0.00	\$1,093.24	\$0.00	\$1,093.24
804 8TH GRADE END OF YEAR	\$15.00	(\$15.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805 8TH / 12 TH GRADE DANCE/ PROMO	\$8,389.69	\$24,723.58	\$1,400.00	\$8,670.01	\$25,843.26	\$12,697.81	\$13,145.45
806 UNITED WAY FUNDRAISER	\$15.60	\$0.00	\$0.00	\$0.00	\$15.60	\$0.00	\$15.60
807 SHOWTIME BAND	\$169.91	\$26,236.54	\$1,000.00	\$26,632.31	\$774.14	\$250.00	\$524.14
808 STAFF INCENTIVES	\$1,362.29	\$8,647.79	\$1,000.00	\$9,663.19	\$1,346.89	\$86.54	\$1,260.35
809 SCHOOL EVENTS/PARENT ENG	\$883.29	\$4,208.91	(\$2,000.00)	\$1,485.55	\$1,606.65	\$0.00	\$1,606.65
810 BOOKSTORE/STUDENT UNIFORMS	\$1,302.97	\$10,417.04	\$0.00	\$10,131.05	\$1,588.96	\$5.00	\$1,583.96
812 SCHOOL SUPPORT TEAM	\$7,991.87	\$2,057.97	\$0.00	\$3,919.44	\$6,130.40	\$1,462.94	\$4,667.46
814 STUDENT LEADERSHIP	\$5,363.65	\$670.05	\$0.00	\$1,253.50	\$4,780.20	\$449.59	\$4,330.61
817 MONTHLY FIELD LESSONS/INCENTIV	\$0.00	\$21,827.64	\$0.00	\$18,137.15	\$3,690.49	\$4,622.45	(\$931.96)
818 PITCH COMPETITION SCHOLARSHIP FUND	\$0.84	\$0.00	\$0.00	\$0.00	\$0.84	\$0.00	\$0.84
821 SPEECH AND DEBATE TEAM	\$1,836.48	(\$1,836.48)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
822 KIPP FORWARD STUDENT ACTIVITIES	\$0.00	\$5,001.29	\$0.00	\$2,711.73	\$2,289.56	\$0.00	\$2,289.56
885 CHILD NUTRITION CLEARING	\$334.40	\$967.06	\$0.00	\$939.84	\$361.62	\$0.00	\$361.62
887 ONLINE PAYMENTS GENERAL FUND CLEARING ACCOUNT	\$260.49	\$2,159.79	\$0.00	\$990.40	\$1,429.88	\$0.00	\$1,429.88
888 ONLINE PAYMENTS GIFTS FUND CLEARING ACCOUNT	\$0.00	\$450.00	\$0.00	\$250.00	\$200.00	\$0.00	\$200.00
900 TRACK AND FIELD	\$6,436.27	\$4,089.62	\$0.00	\$5,916.74	\$4,609.15	\$0.00	\$4,609.15
901 BASKETBALL BOYS	\$4,191.31	\$17,919.60	\$700.00	\$19,673.77	\$3,137.14	\$4,022.32	(\$885.18)
902 CHEERLEADING	\$1,194.94	\$6,407.16	\$0.00	\$1,409.81	\$6,192.29	\$0.00	\$6,192.29
903 BOYS BASKETBALL BOOSTER	\$224.31	\$0.00	\$0.00	\$0.00	\$224.31	\$0.00	\$224.31
904 VOLLEYBALL	\$2,716.00	\$0.00	(\$2,100.00)	\$400.00	\$216.00	\$0.00	\$216.00
905 BASKETBALL GIRLS	\$7,489.73	\$14,715.17	\$0.00	\$14,110.18	\$8,094.72	\$4,266.72	\$3,828.00
906 HIGH SCHOOL WRESTLING	\$173.25	\$10,251.80	\$0.00	\$8,580.48	\$1,844.57	\$350.00	\$1,494.57
907 FOOTBALL	\$9,369.67	\$14,972.42	\$2,485.69	\$26,217.97	\$609.81	\$180.00	\$429.81
908 ESPORTS HIGH SCHOOL	\$2,613.92	\$1,386.08	(\$2,485.69)	\$1,514.31	\$0.00	\$0.00	\$0.00
909 SOCCER	\$1,984.02	\$6,015.98	\$0.00	\$190.00	\$7,810.00	\$347.85	\$7,462.15
910 COVID-19 EXPENSES	\$0.00	\$29.99	\$0.00	\$0.00	\$29.99	\$0.00	\$29.99
911 GIRLS BASKETBALL BOOSTER	\$128.25	\$0.00	\$0.00	\$0.00	\$128.25	\$0.00	\$128.25
Total	\$64,448.15	\$182,397.24	\$0.00	\$162,797.43	\$84,047.96	\$28,741.22	\$55,306.74

Purchase Order Register

Options: Year: 2025-2026, Fund(s): GENERAL FUND, Date Range: 5/1/2026 - 5/31/2026

PO No	Date	Vendor No	Vendor	Description	Amount
190	05/01/2026	50507	ALL AMERICAN FIRE SYSTEMS, INC.	FIRE SAFETY SERVICES	29,030.00
191	05/01/2026	723	CCOSA	PD ADMIN STAFF	150.00
192	05/01/2026	1350	OSRHE	SUMMER INSTITUTE	375.00
193	05/01/2026	1352	COPY, SCAN & MORE LLC	BANNER FOR SCHOOL SIGNAGE	416.00
196	05/05/2026	50483	EUGENIA LOVELACE	af pmt 139 cleared in gf	230.00
Non-Payroll Total:					\$30,201.00
Payroll Total:					\$3,148.77
Report Total:					\$33,349.77

Purchase Order Register

Options: Year: 2025-2026, Fund(s): SCHOOL ACTIVITY FUND, Date Range: 5/1/2026 - 5/31/2026

PO No	Date	Vendor No	Vendor	Description	Amount
102	05/01/2026	1406	MAIN EVENT	ATHLETICS BANQUET KTCP	1,392.00
103	05/01/2026	50270	ENDIA'S PLATE, LLC	8th GRADE BRUNCH	800.00
104	05/01/2026	1689	ZAYE ART - ATTN: LOIS BROOKS	FIELD DAY ACTIVITY SERVICE	190.00
105	05/01/2026	18	TPS - TREASURY DEPARTMENT	8TH GRADE PROMOTION VENUE	5,568.00
106	05/01/2026	621	BURRITO CONCEPTS	EOY STAFF CELBRATON	1,203.00
107	05/01/2026	50510	OKLAHOMA SOCCER COACHES ASSOCIATION	ALL STATE ATHLETE PROGRAM	75.00
108	05/01/2026	859	BOOMERANG PRINTING, LLC	GRADUATION PROGRAMS	799.00
109	05/01/2026	1350	OSRHE	SUMMER INSTITUTE	0.00
110	05/01/2026	50509	ERNESTINE MOTLEY	REFUND FOR STUDENT TRIP	10.00
111	05/01/2026	50273	LEGACY TEE'S LLC	SENIOR TSHIRTS	1,272.36
112	05/01/2026	50357	MIXBOOK.COM	MS YEARBOOKS	1,449.59
Non-Payroll Total:					\$12,758.95
Payroll Total:					\$0.00
Report Total:					\$12,758.95

KRISTIN KARLIN
TULSA COMMUNITY FOUNDATION
7030 S. YALE AVE. SUITE 600
TULSA OK 74136

26156

FINANCIAL STATEMENT
FOR THE PERIOD
MAY 01, 2026 THROUGH MAY 31, 2026

TULSA COMMUNITY FOUNDATION INVESTMENT MA
NAGEMENT AGENCY

ACCOUNT 0260-0001130.28



TULSA COMMUNITY FOUNDATION INVESTMENT MANAGEMENT AGENCY

Account Number: 0260-0001130.28

For the Period May 01, 2026 - May 31, 2026

Previous Account Number: 910061P95PUS

Trade Date Basis

Report Name	Page
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Brokerage Commissions Detail	23

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T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Account Overview

For the Period May 01, 2026 - May 31, 2026

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Investment Summary

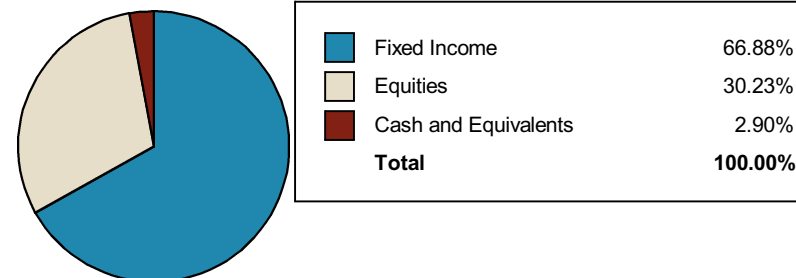
	Market Value May 31, 2026
Principal Assets	
Cash and Equivalents	27,509.82
Fixed Income	635,189.03
Equities	287,067.95
Total Principal Assets	949,766.80
Accrued Income	1,690.21
Total	951,457.01

Market Appreciation/Depreciation

	Period Ended May 31, 2026	Year to Date May 31, 2026
End of Period	77,762.03	77,762.03
Beginning of Period	71,141.10	59,417.81
Change in Market Appreciation/Depreciation	6,620.93	18,344.22

Investment Summary

As of May 31, 2026



Cash Income Received

	Period Ended May 31, 2026	Year to Date May 31, 2026
Dividends	1,689.95	11,151.61
Interest	139.07	620.86
Other Income	0.00	641.80
Total Income	1,829.02	12,414.27

Net Realized Gain (Loss) Summary

	Period Ended May 31, 2026	Year to Date May 31, 2026
Net Short-Term Gain (Loss)	1,147.19	1,147.19
Net Long-Term Gain (Loss)	4,635.97	5,277.77
Net Currency Gain (Loss)	0.00	0.00
Total Gain (Loss) *	5,783.16	6,424.96

* May vary for tax reporting purposes



Account Reconciliation
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Description	Cash	Cost	Market Value
Beginning Value	0.00	864,392.59	937,362.71
Income Received			
Dividends	1,689.95	0.00	1,689.95
Interest	139.07	0.00	139.07
Total Income Received	1,829.02	0.00	1,829.02
Security Transaction			
Purchases	(196,287.22)	196,287.22	0.00
Sales	194,458.20	(188,675.04)	5,783.16
Total Security Transaction	(1,829.02)	7,612.18	5,783.16
Total Changes This Period	0.00	7,612.18	7,612.18
Accrued Income			
End of Period			1,690.21
Beginning of Period			1,829.02
Change in Accrued Income			(138.81)
Market Appreciation/Depreciation			
End of Period			77,762.03
Beginning of Period			71,141.10
Change in Market Appreciation/Depreciation			6,620.93
Ending Value	0.00	872,004.77	951,457.01



Account Reconciliation - YTD
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Description	Cash YTD	Cost YTD	Market Value YTD
Beginning Value	0.00	856,291.68	918,572.11
Fees and Expenses			
Other Fees and Expenses	(2,484.34)	0.00	(2,484.34)
Total Fees and Expenses	(2,484.34)	0.00	(2,484.34)
Income Received			
Dividends	11,151.61	0.00	11,151.61
Interest	620.86	0.00	620.86
Other Income	641.80	0.00	641.80
Total Income Received	12,414.27	0.00	12,414.27
Security Transaction			
Purchases	(206,872.47)	206,872.47	0.00
Sales	196,942.54	(191,159.38)	5,783.16
Total Security Transaction	(9,929.93)	15,713.09	5,783.16
Total Changes This Period	0.00	15,713.09	15,713.09
Accrued Income			
End of Period			1,690.21
Beginning of Period			2,862.62
Change in Accrued Income			(1,172.41)
Market Appreciation/Depreciation			
End of Period			77,762.03
Beginning of Period			59,417.81
Change in Market Appreciation/Depreciation			18,344.22
Ending Value	0.00	872,004.77	951,457.01



Account Balance Summary
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Description	Cost	Market Value	Accrued Income	Unrealized Gain/(Loss)	Estimated Annual Income	% of MV
Cash and Equivalents						
Sweep Vehicle	27,509.82	27,509.82	114.31	0.00	920.08	2.90
Total Cash and Equivalents	27,509.82	27,509.82	114.31	0.00	920.08	2.90
Fixed Income						
Intermediate Core Bond Funds	466,336.32	444,609.84	775.39	(21,726.48)	17,781.60	46.81
MultiSector Bond Funds	134,192.35	127,112.36	533.50	(7,079.99)	6,636.28	13.38
High Yield Bond Funds	25,797.08	25,428.09	144.31	(368.99)	1,815.30	2.68
World Bond	39,057.03	38,038.74	122.70	(1,018.29)	1,388.40	4.01
Total Fixed Income	665,382.78	635,189.03	1,575.90	(30,193.75)	27,621.58	66.88
Equities						
Other Equity	179,112.17	287,067.95	0.00	107,955.78	3,810.11	30.23
Total Equities	179,112.17	287,067.95	0.00	107,955.78	3,810.11	30.23
Total Value	872,004.77	949,766.80	1,690.21	77,762.03	32,351.77	100.00
Accrued Income	0.00	1,690.21	1,690.21	0.00	0.00	0.00
Total Assets	872,004.77	951,457.01	1,690.21	77,762.03	32,351.77	100.00



T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Bond Maturities
For the Period May 01, 2026 - May 31, 2026

No data in the reporting period



Detailed Holdings

For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

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Description	Shares/ Par	Total Cost/Unit Cost	Total Market/ Unit Price	% of Total Net Assets	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income	Market Yield (%)
Cash and Equivalents								
Sweep Vehicle								
BOK SHORT-TERM CASH FUND I - PRINCIPAL SWEEP Cusip: JAC081831	27,509.8200	27,509.82 1.00	27,509.82 1.00	2.90	0.00	114.31	920.08	3.34
Total Sweep Vehicle		27,509.82	27,509.82	2.90	0.00	114.31	920.08	3.34
Total Cash and Equivalents		27,509.82	27,509.82	2.90	0.00	114.31	920.08	3.34
Fixed Income								
Intermediate Core Bond Funds								
CAVANAL HILL BOND-INST #0046 Cusip: 14956P851, Ticker: AIBNX N/R	6,685.0860	61,605.96 9.22	56,622.68 8.47	5.96	(4,983.28)	197.11	2,317.42	4.09
DODGE & COX INC-I #0147 Cusip: 256210105, Ticker: DODIX N/R	9,951.7480	125,864.44 12.65	127,083.82 12.77	13.38	1,219.38	0.00	5,413.75	4.26
FIDELITY US BD INDX-INST PREM #2326 Cusip: 316146356, Ticker: FXNAX N/R	0.0000	0.00	0.00 0.00	0.00	0.00	199.66	0.00	
TCW MET WEST TOT RET BD-I #4776 Cusip: 592905509, Ticker: MWTIX N/R	14,679.9920	152,603.15 10.40	133,294.33 9.08	14.03	(19,308.82)	378.62	4,027.79	3.02
VANGUARD CORE BD-ADM #1520 Cusip: 922020839, Ticker: VCOBX N/R	7,085.4530	126,262.77 17.82	127,609.01 18.01	13.44	1,346.24	0.00	6,022.64	4.72
Total Intermediate Core Bond Funds		466,336.32	444,609.84	46.81	(21,726.48)	775.39	17,781.60	4.00



Detailed Holdings

For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

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Description	Shares/ Par	Total Cost/Unit Cost	Total Market/ Unit Price	% of Total Net Assets	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income	Market Yield (%)
Fixed Income (continued)								
MultiSector Bond Funds								
PIMCO INC-INST #1821 Cusip: 72201F490, Ticker: PIMIX N/R	11,715.4250	134,192.35 11.45	127,112.36 10.85	13.38	(7,079.99)	533.50	6,636.28	5.22
Total MultiSector Bond Funds		134,192.35	127,112.36	13.38	(7,079.99)	533.50	6,636.28	5.22
High Yield Bond Funds								
ARTISAN HI INC-INST #2468 Cusip: 04314H568, Ticker: APHFX N/R	2,819.0790	25,797.08 9.15	25,428.09 9.02	2.68	(368.99)	144.31	1,815.30	7.14
Total High Yield Bond Funds		25,797.08	25,428.09	2.68	(368.99)	144.31	1,815.30	7.14
World Bond								
PIMCO INTL BD USD HEDGED-INST #0103 Cusip: 693390882, Ticker: PFORX N/R	3,889.4420	39,057.03 10.04	38,038.74 9.78	4.01	(1,018.29)	122.70	1,388.40	3.65
Total World Bond		39,057.03	38,038.74	4.01	(1,018.29)	122.70	1,388.40	3.65
Total Fixed Income		665,382.78	635,189.03	66.88	(30,193.75)	1,575.90	27,621.58	4.35
Equities								
Other Equity								
AVANTIS EMERGING MARKETS EQUITY Cusip: 025072604, Ticker: AVEM N/R	113.0000	7,791.17 68.95	10,954.22 96.94	1.15	3,163.05	0.00	293.24	2.68
DODGE & COX INTL STOCK-I #1048 Cusip: 256206103, Ticker: DODFX N/R	623.1230	6,525.74 10.47	11,484.16 18.43	1.21	4,958.42	0.00	258.60	2.25



Detailed Holdings

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T.C.F. KIPP TULSA RESERVE FUNDPUSD

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Description	Shares/ Par	Total Cost/Unit Cost	Total Market/ Unit Price	% of Total Net Assets	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income	Market Yield (%)
Equities (continued)								
Other Equity (continued)								
DODGE & COX STOCK-I #0145 Cusip: 256219106, Ticker: DODGX N/R	1,283.4920	16,362.07 12.75	21,768.02 16.96	2.29	5,405.95	0.00	292.64	1.34
EUPAC FUND-F3 #0716 Cusip: 298706110, Ticker: FEUPX N/R	171.0530	9,960.15 58.23	11,564.89 67.61	1.22	1,604.74	0.00	341.08	2.95
JOHN HANCOCK DISC VAL M/C-R6 #6006 Cusip: 47803W703, Ticker: JVMRX N/R	652.0770	15,305.20 23.47	19,027.61 29.18	2.00	3,722.41	0.00	165.63	0.87
JPM L/C GRWTH-R6 #2148 Cusip: 48121L841, Ticker: JLGMX N/R	234.4990	11,594.66 49.44	21,663.02 92.38	2.28	10,068.36	0.00	51.36	0.24
State Street SPDR Portfolio S&P 600 Small Cap ETF Cusip: 78468R853, Ticker: SPSM N/R	271.0000	11,880.02 43.84	14,615.03 53.93	1.54	2,735.01	0.00	208.13	1.42
VANGUARD DEV MKTS INDX-ADM #0127 Cusip: 921943809, Ticker: VTMGX N/R	536.3500	8,360.84 15.59	12,384.32 23.09	1.30	4,023.48	0.00	321.27	2.59
VANGUARD FTSE EMERGING MARKETS ETF Cusip: 922042858, Ticker: VWO N/R	178.0000	8,083.26 45.41	10,658.64 59.88	1.12	2,575.38	0.00	258.10	2.42
VANGUARD GRWTH INDX-INST #0868 Cusip: 922908868, Ticker: VIGIX N/R	79.0650	9,765.33 123.51	21,877.29 276.70	2.30	12,111.96	0.00	80.88	0.37
VANGUARD INSTL INDX-INST #0094 Cusip: 922040100, Ticker: VINIX N/R	92.2960	23,262.38 252.04	56,102.12 607.85	5.91	32,839.74	0.00	572.33	1.02
VANGUARD M/C GRWTH INDX-ADM #5832 Cusip: 921937728, Ticker: VMGMX N/R	151.2910	15,391.72 101.74	19,453.00 128.58	2.05	4,061.28	0.00	119.82	0.62



Detailed Holdings

For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

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Description	Shares/ Par	Total Cost/Unit Cost	Total Market/ Unit Price	% of Total Net Assets	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income	Market Yield (%)
Equities (continued)								
Other Equity (continued)								
VANGUARD M/C INDX-INST #0864 Cusip: 922908835, Ticker: VMCIX N/R	222.0280	10,375.03 46.73	19,178.78 86.38	2.02	8,803.75	0.00	263.10	1.37
VANGUARD S/C INDX-INST #0857 Cusip: 922908876, Ticker: VSCIX N/R	102.4480	10,413.75 101.65	14,407.26 140.63	1.52	3,993.51	0.00	172.83	1.20
VANGUARD VAL INDX-INST #0867 Cusip: 922908850, Ticker: VIVIX N/R	265.3950	14,040.85 52.91	21,929.59 82.63	2.31	7,888.74	0.00	411.10	1.87
Total Other Equity		179,112.17	287,067.95	30.23	107,955.78	0.00	3,810.11	1.33
Total Equities		179,112.17	287,067.95	30.23	107,955.78	0.00	3,810.11	1.33
Total Value		872,004.77	949,766.80	100.00	77,762.03	1,690.21	32,351.77	
Accrued Income		0.00	1,690.21	0.00	0.00	0.00	0.00	
Total Assets		872,004.77	951,457.01	100.00	77,762.03	1,690.21	32,351.77	

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

Account Number: 0260-0001130.28

Earned Income
For the Period May 01, 2026 - May 31, 2026

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Description	Shares/ Par	Ending Accrual	Beginning Accrual	Income Paid on Purchases	Income Received on Sales	Earned Income Received	Net Income for Period
Cash and Equivalents							
Sweep Vehicle							
BOK SHORT-TERM CASH FUND I CUSIP: JAC081831	27,509.82	114.31	139.07	0.00	0.00	139.07	114.31
Total Sweep Vehicle		114.31	139.07	0.00	0.00	139.07	114.31
Total Cash and Equivalents		114.31	139.07	0.00	0.00	139.07	114.31
Fixed Income							
Intermediate Core Bond Funds							
CAVANAL HILL BOND-INST #0046 CUSIP: 14956P851	6,685.09	197.11	194.32	0.00	0.00	194.32	197.11
FIDELITY US BD INDX-INST PREM #2 CUSIP: 316146356	0.00	199.66	354.30	0.00	0.00	354.30	199.66
TCW MET WEST TOT RET BD-I #4776 CUSIP: 592905509	14,679.99	378.62	387.67	0.00	0.00	387.67	378.62
Total Intermediate Core Bond Funds		775.39	936.29	0.00	0.00	936.29	775.39
MultiSector Bond Funds							
PIMCO INC-INST #1821 CUSIP: 72201F490	11,715.43	533.50	508.75	0.00	0.00	508.75	533.50
Total MultiSector Bond Funds		533.50	508.75	0.00	0.00	508.75	533.50
High Yield Bond Funds							
ARTISAN HI INC-INST #2468 CUSIP: 04314H568	2,819.08	144.31	134.37	0.00	0.00	134.37	144.31
Total High Yield Bond Funds		144.31	134.37	0.00	0.00	134.37	144.31



T.C.F. KIPP TULSA RESERVE FUNDPUSD

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Earned Income
For the Period May 01, 2026 - May 31, 2026

Description	Shares/ Par	Ending Accrual	Beginning Accrual	Income Paid on Purchases	Income Received on Sales	Earned Income Received	Net Income for Period
<i>Fixed Income (continued)</i>							
World Bond							
PIMCO INTL BD USD HEDGED-INST #0 CUSIP: 693390882	3,889.44	122.70	110.54	0.00	0.00	110.54	122.70
Total World Bond		122.70	110.54	0.00	0.00	110.54	122.70
Total Fixed Income		1,575.90	1,689.95	0.00	0.00	1,689.95	1,575.90
Total		1,690.21	1,829.02	0.00	0.00	1,829.02	1,690.21

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

Account Number: 0260-0001130.28

Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Income Received						
Dividends						
05/01/26	Cash Dividend	CAVANAL HILL BOND-INST #0046 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 14956P851	194.32	0.00	194.32	0.00
05/04/26	Cash Dividend	PIMCO INC-INST #1821 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 72201F490	508.75	0.00	508.75	0.00
05/04/26	Cash Dividend	ARTISAN HI INC-INST #2468 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 04314H568	134.37	0.00	134.37	0.00
05/04/26	Cash Dividend	TCW MET WEST TOT RET BD-I #4776 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 592905509	387.67	0.00	387.67	0.00
05/04/26	Cash Dividend	PIMCO INTL BD USD HEDGED-INST #0103 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 693390882	110.54	0.00	110.54	0.00
05/04/26	Cash Dividend	FIDELITY US BD INDX-INST PREM #2326 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 316146356	354.30	0.00	354.30	0.00
Total Dividends			1,689.95	0.00	1,689.95	0.00
Interest						
05/01/26	Interest Payment	BOK SHORT-TERM CASH FUND I Due 05/01/2026 CUSIP: JAC081831	139.07	0.00	139.07	0.00
Total Interest			139.07	0.00	139.07	0.00
Total Income Received			1,829.02	0.00	1,829.02	0.00
Security Transaction						
Purchases						
05/18/26	Purchased	332.11 shares ARTISAN HI INC-INST #2468 Trade 05/15/2026 Settle 05/18/2026 332.11 Units @ 9.01 CUSIP: 04314H568	(2,992.31)	2,992.31	0.00	0.00
Total ARTISAN HI INC-INST 2468			(2,992.31)	2,992.31	0.00	0.00
	Sweep Purchase	139.07 shares BOK SHORT-TERM CASH FUND I CUSIP: JAC081831	(9,650.24)	9,650.24	0.00	0.00
Total BOK SHORT-TERM CASH FUND I			(9,650.24)	9,650.24	0.00	0.00

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

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Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Purchases (continued)						
05/18/26	Purchased	3,228.877 shares DODGE & COX INC-I #0147 Trade 05/15/2026 Settle 05/18/2026 3,228.877 Units @ 12.63 CUSIP: 256210105	(40,780.72)	40,780.72	0.00	0.00
Total DODGE & COX INC-I 0147			(40,780.72)	40,780.72	0.00	0.00
05/18/26	Purchased	17.103 shares JOHN HANCOCK DISC VAL M/C-R6 #6006 Trade 05/15/2026 Settle 05/18/2026 17.103 Units @ 28.58 CUSIP: 47803W703	(488.80)	488.80	0.00	0.00
Total JOHN HANCOCK DISC VAL M/C-R6 6006			(488.80)	488.80	0.00	0.00
05/18/26	Purchased	1,142.371 shares PIMCO INC-INST #1821 Trade 05/15/2026 Settle 05/18/2026 1,142.371 Units @ 10.7 CUSIP: 72201F490	(12,223.37)	12,223.37	0.00	0.00
Total PIMCO INC-INST 1821			(12,223.37)	12,223.37	0.00	0.00
05/18/26	Purchased	403.424 shares PIMCO INTL BD USD HEDGED-INST #0103 Trade 05/15/2026 Settle 05/18/2026 403.424 Units @ 9.64 CUSIP: 693390882	(3,889.01)	3,889.01	0.00	0.00
Total PIMCO INTL BD USD HEDGED-INST 0103			(3,889.01)	3,889.01	0.00	0.00
05/18/26	Purchased	7,085.453 shares VANGUARD CORE BD-ADM #1520 Trade 05/15/2026 Settle 05/18/2026 7,085.453 Units @ 17.82 CUSIP: 922020839	(126,262.77)	126,262.77	0.00	0.00
Total VANGUARD CORE BD-ADM 1520			(126,262.77)	126,262.77	0.00	0.00
Total Purchases			(196,287.22)	196,287.22	0.00	0.00



Transaction Statement
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Sales						
05/15/26	Sold	38 shares AVANTIS EMERGING MARKETS EQUITY Trade 05/15/2026 Settle 05/18/2026 38 Units @ 92.15 Gross Amount: 3,501.71 Broker Comm: 1.14- SEC Fee: 0.08- Net Settlement: 3,500.49 Fed Short Term Gain: 817.58 State Long Term Gain: 817.58 CUSIP: 025072604	3,500.49	(2,682.91)	817.58	817.58
Total AVANTIS EMERGING MARKETS EQUITY			3,500.49	(2,682.91)	817.58	817.58
	Sweep Redemption	31,760.8 shares BOK SHORT-TERM CASH FUND I CUSIP: JAC081831	31,760.80	(31,760.80)	0.00	0.00
Total BOK SHORT-TERM CASH FUND I			31,760.80	(31,760.80)	0.00	0.00
05/18/26	Sold	24.66 shares CAVANAL HILL BOND-INST #0046 Trade 05/15/2026 Settle 05/18/2026 24.66 Units @ 8.4 Fed Long Term Loss: 36.25 State Long Term Loss: 36.25 CUSIP: 14956P851	207.14	(243.39)	(36.25)	(36.25)
Total CAVANAL HILL BOND-INST 0046			207.14	(243.39)	(36.25)	(36.25)
05/18/26	Sold	133.533 shares DODGE & COX INTL STOCK-I #1048 Trade 05/15/2026 Settle 05/18/2026 133.533 Units @ 17.74 Fed Long Term Gain: 746.33 State Long Term Gain: 746.33 CUSIP: 256206103	2,368.88	(1,622.55)	746.33	746.33
Total DODGE & COX INTL STOCK-I 1048			2,368.88	(1,622.55)	746.33	746.33
05/18/26	Sold	17.564 shares DODGE & COX STOCK-I #0145 Trade 05/15/2026 Settle 05/18/2026 17.564 Units @ 16.77 Fed Long Term Gain: 24.68 State Long Term Gain: 24.68 CUSIP: 256219106	294.54	(269.86)	24.68	24.68

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

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Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Sales (continued)						
Total DODGE & COX STOCK-I 0145			294.54	(269.86)	24.68	24.68
05/18/26	Sold	21.206 shares EUPAC FUND-F3 #0716 Trade 05/15/2026 Settle 05/18/2026 21.206 Units @ 64.33 Fed Long Term Loss: 137.93 State Long Term Loss: 137.93 CUSIP: 298706110	1,364.18	(1,502.11)	(137.93)	(137.93)
Total EUPAC FUND-F3 0716			1,364.18	(1,502.11)	(137.93)	(137.93)
05/18/26	Sold	10,900.118 shares FIDELITY US BD INDX-INST PREM #2326 Trade 05/15/2026 Settle 05/18/2026 10,900.118 Units @ 10.35 Fed Long Term Gain: 114.65 Fed Short Term Loss: 72.21 Fed Long Term Loss: 3,963.13 State Long Term Gain: 114.65 State Long Term Loss: 4,035.34 CUSIP: 316146356	112,816.22	(116,736.91)	(3,920.69)	(3,920.69)
Total FIDELITY US BD INDX-INST PREM 2326			112,816.22	(116,736.91)	(3,920.69)	(3,920.69)
05/18/26	Sold	19.834 shares JPM L/C GRWTH-R6 #2148 Trade 05/15/2026 Settle 05/18/2026 19.834 Units @ 90.74 Fed Long Term Gain: 305.99 State Long Term Gain: 305.99 CUSIP: 48121L841	1,799.71	(1,493.72)	305.99	305.99
Total JPM L/C GRWTH-R6 2148			1,799.71	(1,493.72)	305.99	305.99
05/15/26	Sold	48 shares State Street SPDR Portfolio S&P 600 Small Cap ETF Trade 05/15/2026 Settle 05/18/2026 48 Units @ 52.24 Gross Amount: 2,507.53 Broker Comm: 1.44- SEC Fee: 0.06- Net Settlement: 2,506.03 Fed Short Term Gain: 401.82 State Long Term Gain: 401.82 CUSIP: 78468R853	2,506.03	(2,104.21)	401.82	401.82

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

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Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Sales (continued)						
Total State Street SPDR Portfolio S&P 600 Smal			2,506.03	(2,104.21)	401.82	401.82
05/18/26	Sold	929.108 shares TCW MET WEST TOT RET BD-I #4776 Trade 05/15/2026 Settle 05/18/2026 929.108 Units @ 8.99 Fed Long Term Loss: 1,783.89 State Long Term Loss: 1,783.89 CUSIP: 592905509	8,352.68	(10,136.57)	(1,783.89)	(1,783.89)
Total TCW MET WEST TOT RET BD-I 4776			8,352.68	(10,136.57)	(1,783.89)	(1,783.89)
05/18/26	Sold	165.298 shares VANGUARD DEV MKTS INDX-ADM #0127 Trade 05/15/2026 Settle 05/18/2026 165.298 Units @ 22.18 Fed Long Term Gain: 985.53 State Long Term Gain: 985.53 CUSIP: 921943809	3,666.31	(2,680.78)	985.53	985.53
Total VANGUARD DEV MKTS INDX-ADM 0127			3,666.31	(2,680.78)	985.53	985.53
05/15/26	Sold	31 shares VANGUARD FTSE EMERGING MARKETS ETF Trade 05/15/2026 Settle 05/18/2026 31 Units @ 58.57 Gross Amount: 1,815.67 Broker Comm: 0.93- SEC Fee: 0.04- Net Settlement: 1,814.70 Fed Long Term Gain: 424.04 State Long Term Gain: 424.04 CUSIP: 922042858	1,814.70	(1,390.66)	424.04	424.04
Total VANGUARD FTSE EMERGING MARKETS ETF			1,814.70	(1,390.66)	424.04	424.04
05/18/26	Sold	21.175 shares VANGUARD GRWTH INDX-INST #0868 Trade 05/15/2026 Settle 05/18/2026 21.175 Units @ 269.96 Fed Long Term Gain: 2,377.96 State Long Term Gain: 2,377.96 CUSIP: 922908868	5,716.28	(3,338.32)	2,377.96	2,377.96
Total VANGUARD GRWTH INDX-INST 0868			5,716.28	(3,338.32)	2,377.96	2,377.96



T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Sales (continued)						
05/18/26	Sold	17.994 shares VANGUARD INSTL INDX-INST #0094 Trade 05/15/2026 Settle 05/18/2026 17.994 Units @ 593.82 Fed Long Term Gain: 3,629.76 State Long Term Gain: 3,629.76 CUSIP: 922040100	10,685.02	(7,055.26)	3,629.76	3,629.76
Total VANGUARD INSTL INDX-INST 0094			10,685.02	(7,055.26)	3,629.76	3,629.76
05/18/26	Sold	0.065 share VANGUARD M/C GRWTH INDX-ADM #5832 Trade 05/15/2026 Settle 05/18/2026 0.065 Units @ 122.86 Fed Long Term Gain: 1.43 State Long Term Gain: 1.43 CUSIP: 921937728	8.04	(6.61)	1.43	1.43
Total VANGUARD M/C GRWTH INDX-ADM 5832			8.04	(6.61)	1.43	1.43
05/18/26	Sold	16.506 shares VANGUARD M/C INDX-INST #0864 Trade 05/15/2026 Settle 05/18/2026 16.506 Units @ 83.75 Fed Long Term Gain: 269.58 State Long Term Gain: 269.58 CUSIP: 922908835	1,382.41	(1,112.83)	269.58	269.58
Total VANGUARD M/C INDX-INST 0864			1,382.41	(1,112.83)	269.58	269.58
05/18/26	Sold	18.643 shares VANGUARD S/C INDX-INST #0857 Trade 05/15/2026 Settle 05/18/2026 18.643 Units @ 135 Fed Long Term Gain: 551.40 State Long Term Gain: 551.40 CUSIP: 922908876	2,516.74	(1,965.34)	551.40	551.40
Total VANGUARD S/C INDX-INST 0857			2,516.74	(1,965.34)	551.40	551.40
05/18/26	Sold	45.881 shares VANGUARD VAL INDX-INST #0867 Trade 05/15/2026 Settle 05/18/2026 45.881 Units @ 80.6 Fed Long Term Gain: 1,125.82 State Long Term Gain: 1,125.82 CUSIP: 922908850	3,698.03	(2,572.21)	1,125.82	1,125.82



Transaction Statement
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Sales (continued)						
Total VANGUARD VAL INDX-INST 0867			3,698.03	(2,572.21)	1,125.82	1,125.82
Total Sales			194,458.20	(188,675.04)	5,783.16	5,783.16
Total Security Transaction			(1,829.02)	7,612.18	5,783.16	5,783.16
Total Transactions			0.00	7,612.18	7,612.18	5,783.16



T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Pending Trades
For the Period May 01, 2026 - May 31, 2026

No data in the reporting period



T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Pending Orders
For the Period May 01, 2026 - May 31, 2026

No data in the reporting period



Brokerage Commissions Summary
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Broker	Shares/Par	Broker Commission	Transaction Amount	% of Commission to Transaction Amount	Commission Per Share
COWEN AND COMPANY, LLC.	117.0000	3.51	7,821.22	0.04%	0.09



Brokerage Commissions Detail
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Trade Date	Settlement Date	Description	Shares/Par	Broker Commission	Transaction Amount	% of Commission to Transaction Amount	Commission Per Share
CUSIP: 025072604							
AVANTIS EMERGING MARKETS EQUITY							
05/15/2026	05/18/2026	SALE	38.0000	1.14	3,500.49	0.03%	0.03
CUSIP: 78468R853							
State Street SPDR Portfolio S&P 600 Small Cap ETF							
05/15/2026	05/18/2026	SALE	48.0000	1.44	2,506.03	0.06%	0.03
CUSIP: 922042858							
VANGUARD FTSE EMERGING MARKETS ETF							
05/15/2026	05/18/2026	SALE	31.0000	0.93	1,814.70	0.05%	0.03
Total COWEN AND COMPANY, LLC.			117.0000	3.51	7,821.22		
Total Broker Commisions			117.0000	3.51	7,821.22		

Coversheet

Approve June 12, 2026 Special Board Meeting Minutes

Section: V. Consent Agenda
Item: A. Approve June 12, 2026 Special Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for KIPP Tulsa Public Charter Schools - Special Board Meeting on June 12, 2026

DRAFT



KIPP TULSA PUBLIC CHARTER SCHOOLS

Minutes

KIPP Tulsa Public Charter Schools - Special Board Meeting

June 12, 2026

Date and Time

Friday June 12, 2026 at 9:00 AM

Location

Tulsa Community College Northeast Campus
3727 E Apache St.
Tulsa, OK 74115
Room 218C

Members of the public shall be allowed to submit requests to address the board of directors. To expedite requests to comment, the public may send those requests to the board at kfinley@kippok.org at least 1 hour prior to the start of the meeting. The final determination of whether an item will appear as a public comment will be at the discretion of the board chair. Comments will take place in the order they were received via email, will be limited to three (3) minutes, and must be related to an agenda item or topic. Your comment can be heard when the Board Chairperson acknowledges you. A spokesperson must be selected when several people wish to address the same subject. The Board Chairperson may interrupt and terminate any comments that do not meet these criteria. Board members may not respond directly to speakers' comments.

Board Members:

Jacob Odom, Dewayne Dickens, Michael Epps, Darnell Blackmon, Brett Krieg, Kim Boyd, Kyara Smith, Jumoke Akingbola

School Representatives:

Donterrio Marzett, Superintendent; Keet Finley, School Operations Support; Mayra Burke, Finance Specialist; Sienna Scott, Director of Teaching and Learning; Janey Nemard, Development Director; Tiona Bowman, Principal; Melanie Rathod, Principal; and Bill Hickman, Legal Counsel

Access to the board agenda will be posted on the KIPP Tulsa Website: <https://www.kipptulsa.org>
*Click on the KIPP Tulsa drop-down menu, then click on Tulsa Board of Directors, and scroll down to Meeting Dates, Agendas & Minutes of scheduled meetings for the agenda.

Official action can be taken only on items that appear on the Agenda. The KIPP Tulsa Board of Directors may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Board or the Chair may refer the matter to the Superintendent or Legal Counsel. The Board may also refer items to staff or committees for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely.

Directors Present

Brett Krieg, Darnell Blackmon, Dewayne Dickens, Jacob Odom, Jumoke Akingbola, Kim Boyd

Directors Absent

Michael Epps

Ex Officio Members Present

William Hickman

Non Voting Members Present

William Hickman

Guests Present

Donterrio Marzett, Janey Nemard, Keet Finley, Mayra Burke, Melanie Rathod, Sienna Scott, Tiona Bowman

I. Opening Items**A. Call the Meeting to Order****B. Welcome****C.**

Roll Call

D. Agenda Review

II. Public Comment

A. Public Comment

n/a

III. Consent Agenda

A. Approve May 26, 2026 Regular Board Meeting Minutes

Kim Boyd made a motion to approve the minutes from May 26 Board Meeting KIPP Tulsa Public Charter Schools - Regular Board Meeting on 05-26-26.

Jumoke Akingbola seconded the motion.

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

IV. Action Agenda

A. Approval of TTCU School Pride® Debit Card Licensing Agreement

Jacob Odom made a motion to approve the minutes from TTCU Debit Card Licensing Agreement.

Kim Boyd seconded the motion.

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

B. Approval of Attuned Education Partners Data Dashboard Services Agreement (FY27)

C. Authorization for Superintendent to Execute Middle School Facility Lease Agreement

D. Approval of FY27 Temporary Appropriations

E. Approval of Amendment to Staff Leave Policy

F. Approval of Superintendent Employment Contract for School Year 2026–2027

G. Approval of GH2 Architects Design Services Proposal for Woods Facility Improvements

H. Employee Crime Reporting Policy

V. Closing Items

A. Announcements

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:26 AM.

Respectfully Submitted,

Keet Finley

Jacob Odom made a motion to approve to adjourn.

Darnell Blackmon seconded the motion.

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

This agenda was posted by Mayra Burke at kipptulsa.org and at the front entrances of KIPP Tulsa College Preparatory and KIPP Tulsa University Prep on June 11, 2026, at 8:00 a.m. in compliance with the Oklahoma Open Meeting Act.

Special Meeting, June 12, 2026

Coversheet

Approval of the May Financial Reports

Section:	V. Consent Agenda
Item:	B. Approval of the May Financial Reports
Purpose:	Vote
Submitted by:	
Related Material:	June 2026 Finance Committee Packet.pdf

KIPP TULSA COLLEGE PREP SCHOOL DISTRICT
MONTHLY FINANCIAL REPORT

May 31, 2026 and Year to Date

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Revenue Expenditure Summary

– Activity Fund



JENKINS & KEMPER
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA
MICHAEL KEMPER, CPA

June 26, 2026

Honorable Board of Education
KIPP Tulsa College Prep School District
Tulsa, Oklahoma

I have compiled the accompanying statement of assets, liabilities, and net assets – modified cash basis for the KIPP Tulsa College Prep School District as of May 31, 2026 and the related statements of revenues and expenses – cash basis for the eleven (11) months then ended for the General, Building, and Gifts Funds. Prior year's comparative revenue and expense information and current year budgetary information are included in the related statements of revenue and expenses, as well as items listed in the table of contents under the heading supplemental information, which are presented only for analysis purposes. My compilation was performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the cash basis of accounting and the budget laws of the State of Oklahoma, which is a basis of accounting other than generally accepted accounting principles.

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

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

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

I am not independent with respect to KIPP Tulsa College Prep School District.

Sincerely,

Jenkins & Kemper, CPAs P.C.

Jack H. Jenkins
Certified Public Accountant

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

KIPP TULSA COLLEGE PREP SCHOOL DISTRICT
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - CASH BASIS
MAY 31, 2026

	<u>General</u>	<u>Building</u>	<u>Gifts</u>	<u>Activity</u>	<u>Totals</u>
Assets					
Cash	\$ 503,119.62	254,071.46	1,506,501.82	81,464.23	2,345,157.13
Due to Activity Fund			(4,000.00)	4,000.00	-
Total Assets	<u>503,119.62</u>	<u>254,071.46</u>	<u>1,506,501.82</u>	<u>85,464.23</u>	<u>2,345,157.13</u>
Liabilities					
O/S Warrants	492,725.25	150.00	40,318.79	1,416.27	534,610.31
Reserves					-
Funds held for student activities					
Total Liabilities	<u>492,725.25</u>	<u>150.00</u>	<u>40,318.79</u>	<u>1,416.27</u>	<u>534,610.31</u>
Net Assets as of 5/31/26	<u>10,394.37</u>	<u>253,921.46</u>	<u>1,466,183.03</u>	<u>84,047.96</u>	<u>1,810,546.82</u>
Net Assets 06/30/2025	<u>\$ 473,800.76</u>	<u>467,999.80</u>	<u>999,295.28</u>		<u>1,941,095.84</u>
Cash Breakdown:					
Primary Checking	\$ 1,166,955.19				
Redbud Funding	151,567.56				
Activity Checking	77,899.58				
Savings	951,457.01				
Adjustments to cash	(2,722.21)				
Totals	<u>\$ 2,345,157.13</u>				

SEE ACCOUNTANT'S COMPILATION REPORT

-1-

KIPP TULSA COLLEGE PREP
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS-CASH BASIS

General Fund	Source	2024-25	2024-25	% to YTD	2025-26	2025-26	2025-26	% to YTD
<u>Revenue</u>	<u>Code</u>	<u>Actual</u>	<u>As of 5/31/25</u>	<u>to Actual</u>	<u>Budgeted</u>	<u>Estimated Budget</u>	<u>As of 5/31/26</u>	<u>Est. Budg.</u>
LOCAL SOURCES								
Interest Earnings	1300	\$ 3,227.60	2,904.73	90%		3,000.00	2,951.61	98%
Reimbursements	1500	44,845.85	17,294.05	39%		32,170.98	32,170.98	100%
United Way Donations (169)	1600	353,875.00	324,385.42	92%	353,000.00	353,000.00	330,635.42	94%
918 Rising Charter (230, 245)	1600	240,905.19	240,905.19	100%				N/A
Other Local Sources of Revenue	1600	138,916.28	138,916.28	100%				N/A
District Contracts KIPP Found.	1650	193,298.24	181,101.24	94%	113,293.63	196,893.63	196,893.63	100%
Refund Prior Yr Expenditures	1680	6,362.50	6,362.50	100%				N/A
Non-revenue Receipts	5000	87,609.18	58,541.05	67%		71,794.50	71,794.50	100%
STATE SOURCES								
				N/A				N/A
Foundation & Sal. Incentive Aid	3210	3,585,281.47	3,262,499.49	91%	4,285,688.57	4,118,770.28	3,748,132.47	91%
Flexible Benefits Reimb.	3250	366,055.00	320,491.04	88%	375,000.00	440,582.64	387,618.75	88%
Purchase of Textbooks	3420	32,194.59	32,194.59	100%	34,000.00	36,463.89	33,182.14	91%
School Resource Officer Grant	3436	183,829.62	183,829.62	100%	92,000.00	93,041.47	93,041.47	100%
Tobacco Settlement Endow.	3650			N/A		9,857.53	9,857.53	100%
State Sources of Revenue	3690	4,020.38	4,020.38	100%		10,460.00	10,460.00	100%
State Sources of Revenue (Proj. 361)	3690					3,738.86	3,738.86	100%
State Matching	3720	2,223.48	2,223.48	100%		2,440.66	2,440.66	100%
FEDERAL SOURCES								
				N/A				N/A
Title I (Proj. 511&515)	4210	220,455.41	220,455.41	100%	500,000.00	310,253.32	278,620.32	90%
Title II, Part A (541)	4271	43,166.15	43,166.15	100%		34,696.75	34,696.75	100%
Special Education Programs	4300	80,198.43	80,198.43	100%		130,658.21	130,658.21	100%
Title IV, Part A	4442	17,966.35	17,966.35	100%		16,911.51	16,911.51	100%
ESSERF/CARES (793 & 795)	4689	53,556.23	53,556.23	100%				N/A
Lunches	4710	183,395.07	170,818.35	93%	180,000.00	243,978.00	243,978.00	100%
Breakfast	4720	71,841.17	66,732.87	93%	50,000.00	88,191.18	88,191.18	100%
National School Lunch Program	4780	16,612.51		0%	20,000.00			N/A
Total Revenue		5,929,835.70	5,428,562.85	92%	6,002,982.20	6,196,903.41	5,715,973.99	92%
Lapsed Appr/Estopped Warr.	6130/40	5,606.04	5,606.04		2,428.48	2,428.48	2,428.48	
Net Assets - Beginning		764,629.81	764,629.81	100%	473,800.76	473,800.76	473,800.76	100%
Balance Available		\$ 6,700,071.55	6,198,798.70	93%	6,479,211.44	6,601,338.15	6,192,203.23	94%

KIPP TULSA COLLEGE PREP
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS-CASH BASIS

<u>Expenditures</u>	Object Code	2024-25 Actual	2024-25 As of 5/31/25	% YTD to Actual	2025-26 Original Budget	2025-26 Estimated Budget	2025-26 As of 5/31/26	% YTD Est. Budg.
Salaries	100	\$ 3,114,358.51	3,108,161.45	100%	3,364,023.86	3,230,000.00	3,220,772.30	100%
Employee Benefits	200	902,775.57	900,007.26	100%	961,266.89	960,000.00	953,555.32	99%
Worker's Comp./State Unempl.	290	40,874.92	22,806.85	56%		50,000.00	48,541.72	97%
Professional Services	300	308,823.87	286,579.08	93%	327,055.00	250,000.00	233,179.23	93%
Utility Services	410	19,541.53	19,541.53	100%	232,000.00			N/A
Repairs and Maintenance Services	430	159,221.51	153,002.77	96%	101,500.00	130,000.00	112,418.12	86%
Rentals or Lease Services	440	244,439.80	223,722.40	92%	245,000.00	250,000.00	249,820.80	100%
Student Transportation	510	210,545.78	208,220.71	99%	199,475.00	300,000.00	293,341.27	98%
Insurance Services	520	82,307.00	82,307.00	100%	85,850.00	60,000.00	57,151.72	95%
Communications Services	530	11,362.60	9,768.08	86%	15,000.00	30,000.00	18,509.46	62%
Advertising	540	41,417.51	34,111.51	82%	50,500.00	100,000.00	91,446.18	91%
Printing and Binding	550	4,621.01	4,621.01	100%	70,000.00	10,000.00	5,679.05	57%
Other LEAs Within the State	560	17,962.27	17,950.07	100%	27,125.00	20,000.00	14,449.31	72%
Food Service Management	570	330,343.52	310,646.37	94%	300,000.00	310,000.00	308,109.71	99%
Out-of-District Travel	580	67,839.18	57,694.95	85%	75,750.00	50,000.00	32,768.24	66%
General Supplies	610	119,400.83	97,778.99	82%	191,600.00	240,000.00	191,220.33	80%
Energy (Elect., Natural Gas, Fuel)	620	102,938.32	91,383.16	89%				N/A
Books	640	157,824.12	155,497.44	99%	130,000.00	150,000.00	142,486.04	95%
Furniture, Fixtures, Tech, etc.	650	58,734.91	58,734.91	100%	105,550.00	100,000.00	80,720.32	81%
Student and Staff	680	18,379.71	14,635.13	80%	25,250.00	10,000.00	6,644.45	66%
Property	700	16,612.51	16,612.51	100%				N/A
Technology Related	730					50,000.00	1,941.17	4%
Charter School Sponsorship Fee	805	35,852.81	32,624.98	91%	37,370.00	50,000.00	37,481.32	75%
Dues and Fees	810	82,596.28	40,437.99	49%	50,500.00	80,000.00	31,579.53	39%
Staff Registration & Tuition	860	2,664.45	2,150.00	81%	2,020.00	10,000.00	5,599.00	56%
Reimbursement	930	74,652.27	64,836.02	87%		50,000.00	44,394.27	89%
Total Expenditures		6,226,090.79	6,013,832.17	97%	6,596,835.75	6,490,000.00	6,181,808.86	95%
Net Assets - Ending		\$ 473,980.76	184,966.53		(117,624.31)	111,338.15	10,394.37	

KIPP TULSA COLLEGE PREP - 2025-26 FISCAL YEAR
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS - CASH BASIS

	Source	2024-25	2024-25	% of YTD	2025-26	2025-26	2025-26	% of YTD
	Codes	Actual	As of 5/31/25	to Actual	Original Budget	Estimated Budget	As of 5/31/26	to Est. Budg.
Building Fund								
<u>Revenue</u>								
Interest	1310	\$ 1,228.40	1,130.49	92%		1,100.00	847.65	77%
Miscellaneous Reimbursements	1590	240.00	240.00	100%		200.00		0%
Redbud Grant	3435	291,913.73	169,309.96	58%	450,000.00	300,000.00	174,227.21	58%
Total Revenue		293,382.13	170,680.45	58%	450,000.00	301,300.00	175,074.86	58%
Beginning Fund Balance	6110	458,622.06	458,622.06		467,999.80	467,999.80	467,999.80	
Total Revenue Available		752,004.19	629,302.51		917,999.80	769,299.80	643,074.66	
<u>Expenditures</u>								
Cleaning Services	420	7,042.84	7,042.84	100%	140,000.00	7,000.00		0%
Repairs & Maint. Services	430	267,209.60	229,275.58	86%	40,400.00	335,000.00	308,866.06	92%
Property Services	440			N/A		23,500.00	27,128.81	115%
Construction Services	450			N/A		10,500.00	13,291.70	127%
Supplies & Materials	600	7,095.87	4,406.27	62%	20,000.00	6,000.00	2,631.97	44%
Capital Improvements	700	2,656.08		0%				N/A
Technology Related	730					32,500.00	25,647.00	79%
Dues and Fees	810			N/A			32.50	N/A
Reimbursement	930					12,000.00	11,555.16	96%
Total expenditures		284,004.39	240,724.69	85%	200,400.00	426,500.00	389,153.20	91%
Ending Net Assets		\$ 467,999.80	388,577.82		717,599.80	342,799.80	253,921.46	

KIPP TULSA COLLEGE PREP - 2025-26 FISCAL YEAR
STATEMENT OF REVENUE, EXPENDITURES AND NET ASSETS - CASH BASIS

Gifts Fund	Source Codes	2024-25 Actual	2024-25 As of 5/31/25	% of YTD to Actual	2025-26 Budgeted	2025-26 As of 5/31/26	% of YTD to Budgeted
<u>Revenue</u>							
Earnings on Investments	1390	\$ 72,819.03	52,000.47	71%		85,415.26	N/A
Donations	1610	486,205.28	485,931.28	100%	647,000.00	599,719.63	93%
Non-revenue Receipts	5000	530.20	530.20	100%			N/A
Interfund Transfer	6200						
Transfer to Activity Fund	6200	(148,179.11)	(121,842.79)	N/A		(113,231.71)	N/A
Total Revenue		411,375.40	416,619.16	101%	647,000.00	571,903.18	88%
Lapsed/Estopped Warr.	6130/6140				228.16	228.16	
Beginning Fund Balance		591,075.08	591,075.08		999,295.28	999,295.28	
		1,002,450.48	1,007,694.24		1,646,523.44	1,571,426.62	
<u>Expenditures</u>							
Professional Development	350			N/A	80,000.00		0%
Rental	440	1,028.16	1,028.16	100%		40,747.30	N/A
Advertising	540	450.00	450.00	100%			N/A
Awards	680	1,146.84	1,146.84	100%		33,796.29	N/A
Dues and Fees	810			N/A			N/A
Other Misc Exp.	890			N/A		30,700.00	N/A
Reimbursement	930	530.20	530.20	100%			N/A
Total expenditures		3,155.20	3,155.20	100%	80,000.00	105,243.59	132%
Ending Assets		\$ 999,295.28	1,004,539.04		1,566,523.44	1,466,183.03	

SUPPLEMENTAL INFORMATION

**KIPP TULSA COLLEGE PREP - 2025-26 FISCAL YEAR
THREE (3) YEAR COMPARISON - GENERAL FUND - CASH BASIS**

	2023-24 Expenditures		2024-25 Expenditures		2025-26 Expenditures	
	Salary	Non-salary	Salary	Non-salary	Salary	Non-salary
July	\$ 354,760.20	85,236.57	276,447.76	94,981.55	257,667.15	114,650.02
August	366,652.71	137,540.30	342,683.11	238,028.30	391,657.19	165,895.00
September	518,888.48	224,769.41	323,411.26	229,578.12	357,354.24	159,238.86
October	332,225.46	101,762.70	333,222.91	149,998.39	377,777.26	256,463.87
November	354,146.47	207,836.02	355,103.39	217,656.11	348,715.68	117,138.62
December	365,417.05	195,347.84	340,638.97	129,415.87	353,028.55	272,089.27
January	326,994.33	168,661.19	335,691.57	189,871.03	332,841.71	178,670.65
February	336,124.60	69,257.55	335,884.36	52,492.22	343,146.78	136,460.59
March	337,668.85	134,498.51	325,440.68	298,370.97	343,570.94	280,947.60
April	341,203.05	157,207.73	340,540.61	285,561.39	355,219.77	77,920.49
May	723,086.08	225,249.93	699,104.09	119,709.51	705,914.43	255,440.19
June	4,508.89	431,434.42	8,965.37	203,473.25		
	<u>4,361,676.17</u>	<u>2,138,802.17</u>	<u>4,017,134.08</u>	<u>2,209,136.71</u>	<u>4,166,893.70</u>	<u>2,014,915.16</u>
		<u>6,500,478.34</u>		<u>6,226,270.79</u>		<u>6,181,808.86</u>

	2023-24 Expenditures		2024-25 Expenditures		2025-26 Expenditures	
	Salary	Non-salary	Salary	Non-salary	Salary	Non-salary
July	354,760.20	85,236.57	276,447.76	94,981.55	257,667.15	114,650.02
August	366,652.71	137,540.30	342,683.11	238,028.30	391,657.19	165,895.00
September	518,888.48	224,769.41	323,411.26	229,578.12	357,354.24	159,238.86
October	332,225.46	101,762.70	333,222.91	149,998.39	377,777.26	256,463.87
November	354,146.47	207,836.02	355,103.39	217,656.11	348,715.68	117,138.62
December	365,417.05	195,347.84	340,638.97	129,415.87	353,028.55	272,089.27
January	326,994.33	168,661.19	335,691.57	189,871.03	332,841.71	178,670.65
February	336,124.60	69,257.55	335,884.36	52,492.22	343,146.78	136,460.59
March	337,668.85	134,498.51	325,440.68	298,370.97	343,570.94	280,947.60
April	341,203.05	157,207.73	340,540.61	285,561.39	355,219.77	77,920.49
May	723,086.08	225,249.93	699,104.09	119,709.51	705,914.43	255,440.19
June						
	<u>\$ 4,357,167.28</u>	<u>1,707,367.75</u>	<u>4,008,168.71</u>	<u>2,005,663.46</u>	<u>4,166,893.70</u>	<u>2,014,915.16</u>
		<u>6,064,535.03</u>		<u>6,013,832.17</u>		<u>6,181,808.86</u>

FOR INTERNAL USE ONLY

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KIPP TULSA COLLEGE PREPARATORY**Revenue/Expenditure Summary****Options:** Fund: 60, Date Range: 7/2/2025 - 5/31/2026

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
800 ACTIVITY FUND UNKNOWN/UNASSIGNED	\$0.00	\$1,093.24	\$0.00	\$0.00	\$1,093.24	\$0.00	\$1,093.24
804 8TH GRADE END OF YEAR	\$15.00	(\$15.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805 8TH / 12 TH GRADE DANCE/ PROMO	\$8,389.69	\$24,723.58	\$1,400.00	\$8,670.01	\$25,843.26	\$12,697.81	\$13,145.45
806 UNITED WAY FUNDRAISER	\$15.60	\$0.00	\$0.00	\$0.00	\$15.60	\$0.00	\$15.60
807 SHOWTIME BAND	\$169.91	\$26,236.54	\$1,000.00	\$26,632.31	\$774.14	\$250.00	\$524.14
808 STAFF INCENTIVES	\$1,362.29	\$8,647.79	\$1,000.00	\$9,663.19	\$1,346.89	\$86.54	\$1,260.35
809 SCHOOL EVENTS/PARENT ENG	\$883.29	\$4,208.91	(\$2,000.00)	\$1,485.55	\$1,606.65	\$0.00	\$1,606.65
810 BOOKSTORE/STUDENT UNIFORMS	\$1,302.97	\$10,417.04	\$0.00	\$10,131.05	\$1,588.96	\$5.00	\$1,583.96
812 SCHOOL SUPPORT TEAM	\$7,991.87	\$2,057.97	\$0.00	\$3,919.44	\$6,130.40	\$1,462.94	\$4,667.46
814 STUDENT LEADERSHIP	\$5,363.65	\$670.05	\$0.00	\$1,253.50	\$4,780.20	\$449.59	\$4,330.61
817 MONTHLY FIELD LESSONS/INCENTIV	\$0.00	\$21,827.64	\$0.00	\$18,137.15	\$3,690.49	\$4,622.45	(\$931.96)
818 PITCH COMPETITION SCHOLARSHIP FUND	\$0.84	\$0.00	\$0.00	\$0.00	\$0.84	\$0.00	\$0.84
821 SPEECH AND DEBATE TEAM	\$1,836.48	(\$1,836.48)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
822 KIPP FORWARD STUDENT ACTIVITIES	\$0.00	\$5,001.29	\$0.00	\$2,711.73	\$2,289.56	\$0.00	\$2,289.56
885 CHILD NUTRITION CLEARING	\$334.40	\$967.06	\$0.00	\$939.84	\$361.62	\$0.00	\$361.62
887 ONLINE PAYMENTS GENERAL FUND CLEARING ACCOUNT	\$260.49	\$2,159.79	\$0.00	\$990.40	\$1,429.88	\$0.00	\$1,429.88
888 ONLINE PAYMENTS GIFTS FUND CLEARING ACCOUNT	\$0.00	\$450.00	\$0.00	\$250.00	\$200.00	\$0.00	\$200.00
900 TRACK AND FIELD	\$6,436.27	\$4,089.62	\$0.00	\$5,916.74	\$4,609.15	\$0.00	\$4,609.15
901 BASKETBALL BOYS	\$4,191.31	\$17,919.60	\$700.00	\$19,673.77	\$3,137.14	\$4,022.32	(\$885.18)
902 CHEERLEADING	\$1,194.94	\$6,407.16	\$0.00	\$1,409.81	\$6,192.29	\$0.00	\$6,192.29
903 BOYS BASKETBALL BOOSTER	\$224.31	\$0.00	\$0.00	\$0.00	\$224.31	\$0.00	\$224.31
904 VOLLEYBALL	\$2,716.00	\$0.00	(\$2,100.00)	\$400.00	\$216.00	\$0.00	\$216.00
905 BASKETBALL GIRLS	\$7,489.73	\$14,715.17	\$0.00	\$14,110.18	\$8,094.72	\$4,266.72	\$3,828.00
906 HIGH SCHOOL WRESTLING	\$173.25	\$10,251.80	\$0.00	\$8,580.48	\$1,844.57	\$350.00	\$1,494.57
907 FOOTBALL	\$9,369.67	\$14,972.42	\$2,485.69	\$26,217.97	\$609.81	\$180.00	\$429.81
908 ESPORTS HIGH SCHOOL	\$2,613.92	\$1,386.08	(\$2,485.69)	\$1,514.31	\$0.00	\$0.00	\$0.00
909 SOCCER	\$1,984.02	\$6,015.98	\$0.00	\$190.00	\$7,810.00	\$347.85	\$7,462.15
910 COVID-19 EXPENSES	\$0.00	\$29.99	\$0.00	\$0.00	\$29.99	\$0.00	\$29.99
911 GIRLS BASKETBALL BOOSTER	\$128.25	\$0.00	\$0.00	\$0.00	\$128.25	\$0.00	\$128.25
Total	\$64,448.15	\$182,397.24	\$0.00	\$162,797.43	\$84,047.96	\$28,741.22	\$55,306.74

Purchase Order Register

Options: Year: 2025-2026, Fund(s): GENERAL FUND, Date Range: 5/1/2026 - 5/31/2026

PO No	Date	Vendor No	Vendor	Description	Amount
190	05/01/2026	50507	ALL AMERICAN FIRE SYSTEMS, INC.	FIRE SAFETY SERVICES	29,030.00
191	05/01/2026	723	CCOSA	PD ADMIN STAFF	150.00
192	05/01/2026	1350	OSRHE	SUMMER INSTITUTE	375.00
193	05/01/2026	1352	COPY, SCAN & MORE LLC	BANNER FOR SCHOOL SIGNAGE	416.00
196	05/05/2026	50483	EUGENIA LOVELACE	af pmt 139 cleared in gf	230.00
Non-Payroll Total:					\$30,201.00
Payroll Total:					\$3,148.77
Report Total:					\$33,349.77

Purchase Order Register

Options: Year: 2025-2026, Fund(s): SCHOOL ACTIVITY FUND, Date Range: 5/1/2026 - 5/31/2026

PO No	Date	Vendor No	Vendor	Description	Amount
102	05/01/2026	1406	MAIN EVENT	ATHLETICS BANQUET KTCP	1,392.00
103	05/01/2026	50270	ENDIA'S PLATE, LLC	8th GRADE BRUNCH	800.00
104	05/01/2026	1689	ZAYE ART - ATTN: LOIS BROOKS	FIELD DAY ACTIVITY SERVICE	190.00
105	05/01/2026	18	TPS - TREASURY DEPARTMENT	8TH GRADE PROMOTION VENUE	5,568.00
106	05/01/2026	621	BURRITO CONCEPTS	EOY STAFF CELBRATON	1,203.00
107	05/01/2026	50510	OKLAHOMA SOCCER COACHES ASSOCIATION	ALL STATE ATHLETE PROGRAM	75.00
108	05/01/2026	859	BOOMERANG PRINTING, LLC	GRADUATION PROGRAMS	799.00
109	05/01/2026	1350	OSRHE	SUMMER INSTITUTE	0.00
110	05/01/2026	50509	ERNESTINE MOTLEY	REFUND FOR STUDENT TRIP	10.00
111	05/01/2026	50273	LEGACY TEE'S LLC	SENIOR TSHIRTS	1,272.36
112	05/01/2026	50357	MIXBOOK.COM	MS YEARBOOKS	1,449.59
Non-Payroll Total:					\$12,758.95
Payroll Total:					\$0.00
Report Total:					\$12,758.95

KRISTIN KARLIN
TULSA COMMUNITY FOUNDATION
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TULSA OK 74136

26156

FINANCIAL STATEMENT
FOR THE PERIOD
MAY 01, 2026 THROUGH MAY 31, 2026

TULSA COMMUNITY FOUNDATION INVESTMENT MA
NAGEMENT AGENCY

ACCOUNT 0260-0001130.28



TULSA COMMUNITY FOUNDATION INVESTMENT MANAGEMENT AGENCY

Account Number: 0260-0001130.28

For the Period May 01, 2026 - May 31, 2026

Previous Account Number: 910061P95PUS

Trade Date Basis

Report Name	Page
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Brokerage Commissions Detail	23

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T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Account Overview

For the Period May 01, 2026 - May 31, 2026

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Investment Summary

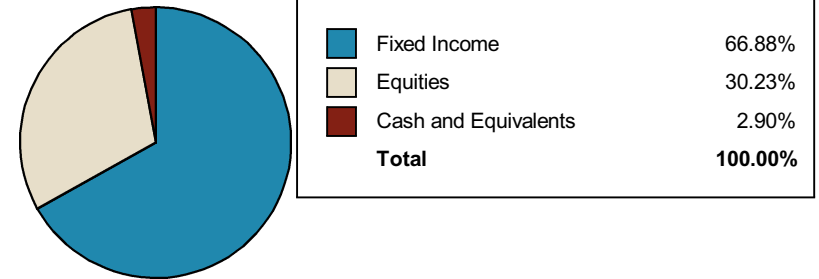
	Market Value May 31, 2026
Principal Assets	
Cash and Equivalents	27,509.82
Fixed Income	635,189.03
Equities	287,067.95
Total Principal Assets	949,766.80
Accrued Income	1,690.21
Total	951,457.01

Market Appreciation/Depreciation

	Period Ended May 31, 2026	Year to Date May 31, 2026
End of Period	77,762.03	77,762.03
Beginning of Period	71,141.10	59,417.81
Change in Market Appreciation/Depreciation	6,620.93	18,344.22

Investment Summary

As of May 31, 2026



Cash Income Received

	Period Ended May 31, 2026	Year to Date May 31, 2026
Dividends	1,689.95	11,151.61
Interest	139.07	620.86
Other Income	0.00	641.80
Total Income	1,829.02	12,414.27

Net Realized Gain (Loss) Summary

	Period Ended May 31, 2026	Year to Date May 31, 2026
Net Short-Term Gain (Loss)	1,147.19	1,147.19
Net Long-Term Gain (Loss)	4,635.97	5,277.77
Net Currency Gain (Loss)	0.00	0.00
Total Gain (Loss) *	5,783.16	6,424.96

* May vary for tax reporting purposes



Account Reconciliation
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Description	Cash	Cost	Market Value
Beginning Value	0.00	864,392.59	937,362.71
Income Received			
Dividends	1,689.95	0.00	1,689.95
Interest	139.07	0.00	139.07
Total Income Received	1,829.02	0.00	1,829.02
Security Transaction			
Purchases	(196,287.22)	196,287.22	0.00
Sales	194,458.20	(188,675.04)	5,783.16
Total Security Transaction	(1,829.02)	7,612.18	5,783.16
Total Changes This Period	0.00	7,612.18	7,612.18
Accrued Income			
End of Period			1,690.21
Beginning of Period			1,829.02
Change in Accrued Income			(138.81)
Market Appreciation/Depreciation			
End of Period			77,762.03
Beginning of Period			71,141.10
Change in Market Appreciation/Depreciation			6,620.93
Ending Value	0.00	872,004.77	951,457.01



Account Reconciliation - YTD
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Description	Cash YTD	Cost YTD	Market Value YTD
Beginning Value	0.00	856,291.68	918,572.11
Fees and Expenses			
Other Fees and Expenses	(2,484.34)	0.00	(2,484.34)
Total Fees and Expenses	(2,484.34)	0.00	(2,484.34)
Income Received			
Dividends	11,151.61	0.00	11,151.61
Interest	620.86	0.00	620.86
Other Income	641.80	0.00	641.80
Total Income Received	12,414.27	0.00	12,414.27
Security Transaction			
Purchases	(206,872.47)	206,872.47	0.00
Sales	196,942.54	(191,159.38)	5,783.16
Total Security Transaction	(9,929.93)	15,713.09	5,783.16
Total Changes This Period	0.00	15,713.09	15,713.09
Accrued Income			
End of Period			1,690.21
Beginning of Period			2,862.62
Change in Accrued Income			(1,172.41)
Market Appreciation/Depreciation			
End of Period			77,762.03
Beginning of Period			59,417.81
Change in Market Appreciation/Depreciation			18,344.22
Ending Value	0.00	872,004.77	951,457.01



Account Balance Summary
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Description	Cost	Market Value	Accrued Income	Unrealized Gain/(Loss)	Estimated Annual Income	% of MV
Cash and Equivalents						
Sweep Vehicle	27,509.82	27,509.82	114.31	0.00	920.08	2.90
Total Cash and Equivalents	27,509.82	27,509.82	114.31	0.00	920.08	2.90
Fixed Income						
Intermediate Core Bond Funds	466,336.32	444,609.84	775.39	(21,726.48)	17,781.60	46.81
MultiSector Bond Funds	134,192.35	127,112.36	533.50	(7,079.99)	6,636.28	13.38
High Yield Bond Funds	25,797.08	25,428.09	144.31	(368.99)	1,815.30	2.68
World Bond	39,057.03	38,038.74	122.70	(1,018.29)	1,388.40	4.01
Total Fixed Income	665,382.78	635,189.03	1,575.90	(30,193.75)	27,621.58	66.88
Equities						
Other Equity	179,112.17	287,067.95	0.00	107,955.78	3,810.11	30.23
Total Equities	179,112.17	287,067.95	0.00	107,955.78	3,810.11	30.23
Total Value	872,004.77	949,766.80	1,690.21	77,762.03	32,351.77	100.00
Accrued Income	0.00	1,690.21	1,690.21	0.00	0.00	0.00
Total Assets	872,004.77	951,457.01	1,690.21	77,762.03	32,351.77	100.00



T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Bond Maturities
For the Period May 01, 2026 - May 31, 2026

No data in the reporting period



Detailed Holdings

For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Description	Shares/ Par	Total Cost/Unit Cost	Total Market/ Unit Price	% of Total Net Assets	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income	Market Yield (%)
Cash and Equivalents								
Sweep Vehicle								
BOK SHORT-TERM CASH FUND I - PRINCIPAL SWEEP Cusip: JAC081831	27,509.8200	27,509.82 1.00	27,509.82 1.00	2.90	0.00	114.31	920.08	3.34
Total Sweep Vehicle		27,509.82	27,509.82	2.90	0.00	114.31	920.08	3.34
Total Cash and Equivalents		27,509.82	27,509.82	2.90	0.00	114.31	920.08	3.34
Fixed Income								
Intermediate Core Bond Funds								
CAVANAL HILL BOND-INST #0046 Cusip: 14956P851, Ticker: AIBNX N/R	6,685.0860	61,605.96 9.22	56,622.68 8.47	5.96	(4,983.28)	197.11	2,317.42	4.09
DODGE & COX INC-I #0147 Cusip: 256210105, Ticker: DODIX N/R	9,951.7480	125,864.44 12.65	127,083.82 12.77	13.38	1,219.38	0.00	5,413.75	4.26
FIDELITY US BD INDX-INST PREM #2326 Cusip: 316146356, Ticker: FXNAX N/R	0.0000	0.00	0.00 0.00	0.00	0.00	199.66	0.00	
TCW MET WEST TOT RET BD-I #4776 Cusip: 592905509, Ticker: MWTIX N/R	14,679.9920	152,603.15 10.40	133,294.33 9.08	14.03	(19,308.82)	378.62	4,027.79	3.02
VANGUARD CORE BD-ADM #1520 Cusip: 922020839, Ticker: VCBOX N/R	7,085.4530	126,262.77 17.82	127,609.01 18.01	13.44	1,346.24	0.00	6,022.64	4.72
Total Intermediate Core Bond Funds		466,336.32	444,609.84	46.81	(21,726.48)	775.39	17,781.60	4.00



Detailed Holdings

For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Description	Shares/ Par	Total Cost/Unit Cost	Total Market/ Unit Price	% of Total Net Assets	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income	Market Yield (%)
Fixed Income (continued)								
MultiSector Bond Funds								
PIMCO INC-INST #1821 Cusip: 72201F490, Ticker: PIMIX N/R	11,715.4250	134,192.35 11.45	127,112.36 10.85	13.38	(7,079.99)	533.50	6,636.28	5.22
Total MultiSector Bond Funds		134,192.35	127,112.36	13.38	(7,079.99)	533.50	6,636.28	5.22
High Yield Bond Funds								
ARTISAN HI INC-INST #2468 Cusip: 04314H568, Ticker: APHFX N/R	2,819.0790	25,797.08 9.15	25,428.09 9.02	2.68	(368.99)	144.31	1,815.30	7.14
Total High Yield Bond Funds		25,797.08	25,428.09	2.68	(368.99)	144.31	1,815.30	7.14
World Bond								
PIMCO INTL BD USD HEDGED-INST #0103 Cusip: 693390882, Ticker: PFORX N/R	3,889.4420	39,057.03 10.04	38,038.74 9.78	4.01	(1,018.29)	122.70	1,388.40	3.65
Total World Bond		39,057.03	38,038.74	4.01	(1,018.29)	122.70	1,388.40	3.65
Total Fixed Income		665,382.78	635,189.03	66.88	(30,193.75)	1,575.90	27,621.58	4.35
Equities								
Other Equity								
AVANTIS EMERGING MARKETS EQUITY Cusip: 025072604, Ticker: AVEM N/R	113.0000	7,791.17 68.95	10,954.22 96.94	1.15	3,163.05	0.00	293.24	2.68
DODGE & COX INTL STOCK-I #1048 Cusip: 256206103, Ticker: DODFX N/R	623.1230	6,525.74 10.47	11,484.16 18.43	1.21	4,958.42	0.00	258.60	2.25



Detailed Holdings

For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Description	Shares/ Par	Total Cost/Unit Cost	Total Market/ Unit Price	% of Total Net Assets	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income	Market Yield (%)
Equities (continued)								
Other Equity (continued)								
DODGE & COX STOCK-I #0145 Cusip: 256219106, Ticker: DODGX N/R	1,283.4920	16,362.07 12.75	21,768.02 16.96	2.29	5,405.95	0.00	292.64	1.34
EUPAC FUND-F3 #0716 Cusip: 298706110, Ticker: FEUPX N/R	171.0530	9,960.15 58.23	11,564.89 67.61	1.22	1,604.74	0.00	341.08	2.95
JOHN HANCOCK DISC VAL M/C-R6 #6006 Cusip: 47803W703, Ticker: JVMRX N/R	652.0770	15,305.20 23.47	19,027.61 29.18	2.00	3,722.41	0.00	165.63	0.87
JPM L/C GRWTH-R6 #2148 Cusip: 48121L841, Ticker: JLGMX N/R	234.4990	11,594.66 49.44	21,663.02 92.38	2.28	10,068.36	0.00	51.36	0.24
State Street SPDR Portfolio S&P 600 Small Cap ETF Cusip: 78468R853, Ticker: SPSM N/R	271.0000	11,880.02 43.84	14,615.03 53.93	1.54	2,735.01	0.00	208.13	1.42
VANGUARD DEV MKTS INDX-ADM #0127 Cusip: 921943809, Ticker: VTMGX N/R	536.3500	8,360.84 15.59	12,384.32 23.09	1.30	4,023.48	0.00	321.27	2.59
VANGUARD FTSE EMERGING MARKETS ETF Cusip: 922042858, Ticker: VWO N/R	178.0000	8,083.26 45.41	10,658.64 59.88	1.12	2,575.38	0.00	258.10	2.42
VANGUARD GRWTH INDX-INST #0868 Cusip: 922908868, Ticker: VIGIX N/R	79.0650	9,765.33 123.51	21,877.29 276.70	2.30	12,111.96	0.00	80.88	0.37
VANGUARD INSTL INDX-INST #0094 Cusip: 922040100, Ticker: VINIX N/R	92.2960	23,262.38 252.04	56,102.12 607.85	5.91	32,839.74	0.00	572.33	1.02
VANGUARD M/C GRWTH INDX-ADM #5832 Cusip: 921937728, Ticker: VMGMX N/R	151.2910	15,391.72 101.74	19,453.00 128.58	2.05	4,061.28	0.00	119.82	0.62



Detailed Holdings

For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Description	Shares/ Par	Total Cost/Unit Cost	Total Market/ Unit Price	% of Total Net Assets	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income	Market Yield (%)
Equities (continued)								
Other Equity (continued)								
VANGUARD M/C INDX-INST #0864 Cusip: 922908835, Ticker: VMCIX N/R	222.0280	10,375.03 46.73	19,178.78 86.38	2.02	8,803.75	0.00	263.10	1.37
VANGUARD S/C INDX-INST #0857 Cusip: 922908876, Ticker: VSCIX N/R	102.4480	10,413.75 101.65	14,407.26 140.63	1.52	3,993.51	0.00	172.83	1.20
VANGUARD VAL INDX-INST #0867 Cusip: 922908850, Ticker: VIVIX N/R	265.3950	14,040.85 52.91	21,929.59 82.63	2.31	7,888.74	0.00	411.10	1.87
Total Other Equity		179,112.17	287,067.95	30.23	107,955.78	0.00	3,810.11	1.33
Total Equities		179,112.17	287,067.95	30.23	107,955.78	0.00	3,810.11	1.33
Total Value		872,004.77	949,766.80	100.00	77,762.03	1,690.21	32,351.77	
Accrued Income		0.00	1,690.21	0.00	0.00	0.00	0.00	
Total Assets		872,004.77	951,457.01	100.00	77,762.03	1,690.21	32,351.77	

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

Account Number: 0260-0001130.28

Earned Income
For the Period May 01, 2026 - May 31, 2026

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Description	Shares/ Par	Ending Accrual	Beginning Accrual	Income Paid on Purchases	Income Received on Sales	Earned Income Received	Net Income for Period
Cash and Equivalents							
Sweep Vehicle							
BOK SHORT-TERM CASH FUND I CUSIP: JAC081831	27,509.82	114.31	139.07	0.00	0.00	139.07	114.31
Total Sweep Vehicle		114.31	139.07	0.00	0.00	139.07	114.31
Total Cash and Equivalents		114.31	139.07	0.00	0.00	139.07	114.31
Fixed Income							
Intermediate Core Bond Funds							
CAVANAL HILL BOND-INST #0046 CUSIP: 14956P851	6,685.09	197.11	194.32	0.00	0.00	194.32	197.11
FIDELITY US BD INDX-INST PREM #2 CUSIP: 316146356	0.00	199.66	354.30	0.00	0.00	354.30	199.66
TCW MET WEST TOT RET BD-I #4776 CUSIP: 592905509	14,679.99	378.62	387.67	0.00	0.00	387.67	378.62
Total Intermediate Core Bond Funds		775.39	936.29	0.00	0.00	936.29	775.39
MultiSector Bond Funds							
PIMCO INC-INST #1821 CUSIP: 72201F490	11,715.43	533.50	508.75	0.00	0.00	508.75	533.50
Total MultiSector Bond Funds		533.50	508.75	0.00	0.00	508.75	533.50
High Yield Bond Funds							
ARTISAN HI INC-INST #2468 CUSIP: 04314H568	2,819.08	144.31	134.37	0.00	0.00	134.37	144.31
Total High Yield Bond Funds		144.31	134.37	0.00	0.00	134.37	144.31



Earned Income
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD
Account Number: 0260-0001130.28

Description	Shares/ Par	Ending Accrual	Beginning Accrual	Income Paid on Purchases	Income Received on Sales	Earned Income Received	Net Income for Period
<i>Fixed Income (continued)</i>							
World Bond							
PIMCO INTL BD USD HEDGED-INST #0 CUSIP: 693390882	3,889.44	122.70	110.54	0.00	0.00	110.54	122.70
Total World Bond		122.70	110.54	0.00	0.00	110.54	122.70
Total Fixed Income		1,575.90	1,689.95	0.00	0.00	1,689.95	1,575.90
Total		1,690.21	1,829.02	0.00	0.00	1,829.02	1,690.21

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

Account Number: 0260-0001130.28

Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Income Received						
Dividends						
05/01/26	Cash Dividend	CAVANAL HILL BOND-INST #0046 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 14956P851	194.32	0.00	194.32	0.00
05/04/26	Cash Dividend	PIMCO INC-INST #1821 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 72201F490	508.75	0.00	508.75	0.00
05/04/26	Cash Dividend	ARTISAN HI INC-INST #2468 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 04314H568	134.37	0.00	134.37	0.00
05/04/26	Cash Dividend	TCW MET WEST TOT RET BD-I #4776 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 592905509	387.67	0.00	387.67	0.00
05/04/26	Cash Dividend	PIMCO INTL BD USD HEDGED-INST #0103 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 693390882	110.54	0.00	110.54	0.00
05/04/26	Cash Dividend	FIDELITY US BD INDX-INST PREM #2326 Rec Dt 05/01/2026 Pay Dt 05/01/2026 CUSIP: 316146356	354.30	0.00	354.30	0.00
Total Dividends			1,689.95	0.00	1,689.95	0.00
Interest						
05/01/26	Interest Payment	BOK SHORT-TERM CASH FUND I Due 05/01/2026 CUSIP: JAC081831	139.07	0.00	139.07	0.00
Total Interest			139.07	0.00	139.07	0.00
Total Income Received			1,829.02	0.00	1,829.02	0.00
Security Transaction						
Purchases						
05/18/26	Purchased	332.11 shares ARTISAN HI INC-INST #2468 Trade 05/15/2026 Settle 05/18/2026 332.11 Units @ 9.01 CUSIP: 04314H568	(2,992.31)	2,992.31	0.00	0.00
Total ARTISAN HI INC-INST 2468			(2,992.31)	2,992.31	0.00	0.00
	Sweep Purchase	139.07 shares BOK SHORT-TERM CASH FUND I CUSIP: JAC081831	(9,650.24)	9,650.24	0.00	0.00
Total BOK SHORT-TERM CASH FUND I			(9,650.24)	9,650.24	0.00	0.00

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

Account Number: 0260-0001130.28

Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Purchases (continued)						
05/18/26	Purchased	3,228.877 shares DODGE & COX INC-I #0147 Trade 05/15/2026 Settle 05/18/2026 3,228.877 Units @ 12.63 CUSIP: 256210105	(40,780.72)	40,780.72	0.00	0.00
Total DODGE & COX INC-I 0147			(40,780.72)	40,780.72	0.00	0.00
05/18/26	Purchased	17.103 shares JOHN HANCOCK DISC VAL M/C-R6 #6006 Trade 05/15/2026 Settle 05/18/2026 17.103 Units @ 28.58 CUSIP: 47803W703	(488.80)	488.80	0.00	0.00
Total JOHN HANCOCK DISC VAL M/C-R6 6006			(488.80)	488.80	0.00	0.00
05/18/26	Purchased	1,142.371 shares PIMCO INC-INST #1821 Trade 05/15/2026 Settle 05/18/2026 1,142.371 Units @ 10.7 CUSIP: 72201F490	(12,223.37)	12,223.37	0.00	0.00
Total PIMCO INC-INST 1821			(12,223.37)	12,223.37	0.00	0.00
05/18/26	Purchased	403.424 shares PIMCO INTL BD USD HEDGED-INST #0103 Trade 05/15/2026 Settle 05/18/2026 403.424 Units @ 9.64 CUSIP: 693390882	(3,889.01)	3,889.01	0.00	0.00
Total PIMCO INTL BD USD HEDGED-INST 0103			(3,889.01)	3,889.01	0.00	0.00
05/18/26	Purchased	7,085.453 shares VANGUARD CORE BD-ADM #1520 Trade 05/15/2026 Settle 05/18/2026 7,085.453 Units @ 17.82 CUSIP: 922020839	(126,262.77)	126,262.77	0.00	0.00
Total VANGUARD CORE BD-ADM 1520			(126,262.77)	126,262.77	0.00	0.00
Total Purchases			(196,287.22)	196,287.22	0.00	0.00

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

Account Number: 0260-0001130.28

Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Sales						
05/15/26	Sold	38 shares AVANTIS EMERGING MARKETS EQUITY Trade 05/15/2026 Settle 05/18/2026 38 Units @ 92.15 Gross Amount: 3,501.71 Broker Comm: 1.14- SEC Fee: 0.08- Net Settlement: 3,500.49 Fed Short Term Gain: 817.58 State Long Term Gain: 817.58 CUSIP: 025072604	3,500.49	(2,682.91)	817.58	817.58
Total AVANTIS EMERGING MARKETS EQUITY			3,500.49	(2,682.91)	817.58	817.58
	Sweep Redemption	31,760.8 shares BOK SHORT-TERM CASH FUND I CUSIP: JAC081831	31,760.80	(31,760.80)	0.00	0.00
Total BOK SHORT-TERM CASH FUND I			31,760.80	(31,760.80)	0.00	0.00
05/18/26	Sold	24.66 shares CAVANAL HILL BOND-INST #0046 Trade 05/15/2026 Settle 05/18/2026 24.66 Units @ 8.4 Fed Long Term Loss: 36.25 State Long Term Loss: 36.25 CUSIP: 14956P851	207.14	(243.39)	(36.25)	(36.25)
Total CAVANAL HILL BOND-INST 0046			207.14	(243.39)	(36.25)	(36.25)
05/18/26	Sold	133.533 shares DODGE & COX INTL STOCK-I #1048 Trade 05/15/2026 Settle 05/18/2026 133.533 Units @ 17.74 Fed Long Term Gain: 746.33 State Long Term Gain: 746.33 CUSIP: 256206103	2,368.88	(1,622.55)	746.33	746.33
Total DODGE & COX INTL STOCK-I 1048			2,368.88	(1,622.55)	746.33	746.33
05/18/26	Sold	17.564 shares DODGE & COX STOCK-I #0145 Trade 05/15/2026 Settle 05/18/2026 17.564 Units @ 16.77 Fed Long Term Gain: 24.68 State Long Term Gain: 24.68 CUSIP: 256219106	294.54	(269.86)	24.68	24.68

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

Account Number: 0260-0001130.28

Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Sales (continued)						
Total DODGE & COX STOCK-I 0145			294.54	(269.86)	24.68	24.68
05/18/26	Sold	21.206 shares EUPAC FUND-F3 #0716 Trade 05/15/2026 Settle 05/18/2026 21.206 Units @ 64.33 Fed Long Term Loss: 137.93 State Long Term Loss: 137.93 CUSIP: 298706110	1,364.18	(1,502.11)	(137.93)	(137.93)
Total EUPAC FUND-F3 0716			1,364.18	(1,502.11)	(137.93)	(137.93)
05/18/26	Sold	10,900.118 shares FIDELITY US BD INDX-INST PREM #2326 Trade 05/15/2026 Settle 05/18/2026 10,900.118 Units @ 10.35 Fed Long Term Gain: 114.65 Fed Short Term Loss: 72.21 Fed Long Term Loss: 3,963.13 State Long Term Gain: 114.65 State Long Term Loss: 4,035.34 CUSIP: 316146356	112,816.22	(116,736.91)	(3,920.69)	(3,920.69)
Total FIDELITY US BD INDX-INST PREM 2326			112,816.22	(116,736.91)	(3,920.69)	(3,920.69)
05/18/26	Sold	19.834 shares JPM L/C GRWTH-R6 #2148 Trade 05/15/2026 Settle 05/18/2026 19.834 Units @ 90.74 Fed Long Term Gain: 305.99 State Long Term Gain: 305.99 CUSIP: 48121L841	1,799.71	(1,493.72)	305.99	305.99
Total JPM L/C GRWTH-R6 2148			1,799.71	(1,493.72)	305.99	305.99
05/15/26	Sold	48 shares State Street SPDR Portfolio S&P 600 Small Cap ETF Trade 05/15/2026 Settle 05/18/2026 48 Units @ 52.24 Gross Amount: 2,507.53 Broker Comm: 1.44- SEC Fee: 0.06- Net Settlement: 2,506.03 Fed Short Term Gain: 401.82 State Long Term Gain: 401.82 CUSIP: 78468R853	2,506.03	(2,104.21)	401.82	401.82

**T.C.F. KIPP TULSA RESERVE FUNDPUSD**

Account Number: 0260-0001130.28

Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Sales (continued)						
Total State Street SPDR Portfolio S&P 600 Smal			2,506.03	(2,104.21)	401.82	401.82
05/18/26	Sold	929.108 shares TCW MET WEST TOT RET BD-I #4776 Trade 05/15/2026 Settle 05/18/2026 929.108 Units @ 8.99 Fed Long Term Loss: 1,783.89 State Long Term Loss: 1,783.89 CUSIP: 592905509	8,352.68	(10,136.57)	(1,783.89)	(1,783.89)
Total TCW MET WEST TOT RET BD-I 4776			8,352.68	(10,136.57)	(1,783.89)	(1,783.89)
05/18/26	Sold	165.298 shares VANGUARD DEV MKTS INDX-ADM #0127 Trade 05/15/2026 Settle 05/18/2026 165.298 Units @ 22.18 Fed Long Term Gain: 985.53 State Long Term Gain: 985.53 CUSIP: 921943809	3,666.31	(2,680.78)	985.53	985.53
Total VANGUARD DEV MKTS INDX-ADM 0127			3,666.31	(2,680.78)	985.53	985.53
05/15/26	Sold	31 shares VANGUARD FTSE EMERGING MARKETS ETF Trade 05/15/2026 Settle 05/18/2026 31 Units @ 58.57 Gross Amount: 1,815.67 Broker Comm: 0.93- SEC Fee: 0.04- Net Settlement: 1,814.70 Fed Long Term Gain: 424.04 State Long Term Gain: 424.04 CUSIP: 922042858	1,814.70	(1,390.66)	424.04	424.04
Total VANGUARD FTSE EMERGING MARKETS ETF			1,814.70	(1,390.66)	424.04	424.04
05/18/26	Sold	21.175 shares VANGUARD GRWTH INDX-INST #0868 Trade 05/15/2026 Settle 05/18/2026 21.175 Units @ 269.96 Fed Long Term Gain: 2,377.96 State Long Term Gain: 2,377.96 CUSIP: 922908868	5,716.28	(3,338.32)	2,377.96	2,377.96
Total VANGUARD GRWTH INDX-INST 0868			5,716.28	(3,338.32)	2,377.96	2,377.96



T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Transaction Statement
For the Period May 01, 2026 - May 31, 2026

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Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Sales (continued)						
05/18/26	Sold	17.994 shares VANGUARD INSTL INDX-INST #0094 Trade 05/15/2026 Settle 05/18/2026 17.994 Units @ 593.82 Fed Long Term Gain: 3,629.76 State Long Term Gain: 3,629.76 CUSIP: 922040100	10,685.02	(7,055.26)	3,629.76	3,629.76
Total VANGUARD INSTL INDX-INST 0094			10,685.02	(7,055.26)	3,629.76	3,629.76
05/18/26	Sold	0.065 share VANGUARD M/C GRWTH INDX-ADM #5832 Trade 05/15/2026 Settle 05/18/2026 0.065 Units @ 122.86 Fed Long Term Gain: 1.43 State Long Term Gain: 1.43 CUSIP: 921937728	8.04	(6.61)	1.43	1.43
Total VANGUARD M/C GRWTH INDX-ADM 5832			8.04	(6.61)	1.43	1.43
05/18/26	Sold	16.506 shares VANGUARD M/C INDX-INST #0864 Trade 05/15/2026 Settle 05/18/2026 16.506 Units @ 83.75 Fed Long Term Gain: 269.58 State Long Term Gain: 269.58 CUSIP: 922908835	1,382.41	(1,112.83)	269.58	269.58
Total VANGUARD M/C INDX-INST 0864			1,382.41	(1,112.83)	269.58	269.58
05/18/26	Sold	18.643 shares VANGUARD S/C INDX-INST #0857 Trade 05/15/2026 Settle 05/18/2026 18.643 Units @ 135 Fed Long Term Gain: 551.40 State Long Term Gain: 551.40 CUSIP: 922908876	2,516.74	(1,965.34)	551.40	551.40
Total VANGUARD S/C INDX-INST 0857			2,516.74	(1,965.34)	551.40	551.40
05/18/26	Sold	45.881 shares VANGUARD VAL INDX-INST #0867 Trade 05/15/2026 Settle 05/18/2026 45.881 Units @ 80.6 Fed Long Term Gain: 1,125.82 State Long Term Gain: 1,125.82 CUSIP: 922908850	3,698.03	(2,572.21)	1,125.82	1,125.82



Transaction Statement
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD
Account Number: 0260-0001130.28

Date	Transaction	Description	Cash	Cost	Market Value	Realized Gain (Loss)
Security Transaction (continued)						
Sales (continued)						
	Total VANGUARD VAL INDX-INST 0867		3,698.03	(2,572.21)	1,125.82	1,125.82
	Total Sales		194,458.20	(188,675.04)	5,783.16	5,783.16
	Total Security Transaction		(1,829.02)	7,612.18	5,783.16	5,783.16
	Total Transactions		0.00	7,612.18	7,612.18	5,783.16



T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Pending Trades
For the Period May 01, 2026 - May 31, 2026

No data in the reporting period



T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Pending Orders
For the Period May 01, 2026 - May 31, 2026

No data in the reporting period



Brokerage Commissions Summary
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

Broker	Shares/Par	Broker Commission	Transaction Amount	% of Commission to Transaction Amount	Commission Per Share
COWEN AND COMPANY, LLC.	117.0000	3.51	7,821.22	0.04%	0.09



Brokerage Commissions Detail
For the Period May 01, 2026 - May 31, 2026

T.C.F. KIPP TULSA RESERVE FUNDPUSD

Account Number: 0260-0001130.28

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Trade Date	Settlement Date	Description	Shares/Par	Broker Commission	Transaction Amount	% of Commission to Transaction Amount	Commission Per Share
CUSIP: 025072604							
AVANTIS EMERGING MARKETS EQUITY							
05/15/2026	05/18/2026	SALE	38.0000	1.14	3,500.49	0.03%	0.03
CUSIP: 78468R853							
State Street SPDR Portfolio S&P 600 Small Cap ETF							
05/15/2026	05/18/2026	SALE	48.0000	1.44	2,506.03	0.06%	0.03
CUSIP: 922042858							
VANGUARD FTSE EMERGING MARKETS ETF							
05/15/2026	05/18/2026	SALE	31.0000	0.93	1,814.70	0.05%	0.03
Total COWEN AND COMPANY, LLC.			117.0000	3.51	7,821.22		
Total Broker Commisions			117.0000	3.51	7,821.22		

Coversheet

Approval of General Fund Purchase Orders

Section:	V. Consent Agenda
Item:	C. Approval of General Fund Purchase Orders
Purpose:	Vote
Submitted by:	
Related Material:	Purchase Order Register (14).pdf Purchase Order Register (22).pdf

Purchase Order Register

Options: Year: 2025-2026, Fund(s): GENERAL FUND, Date Range: 5/1/2026 - 6/30/2026

PO No	Date	Vendor No	Vendor	Description	Amount
190	05/01/2026	50507	ALL AMERICAN FIRE SYSTEMS, INC.	FIRE SAFETY SERVICES	29,030.00
191	05/01/2026	723	CCOSA	PD ADMIN STAFF	150.00
192	05/01/2026	1350	OSRHE	SUMMER INSTITUTE	375.00
193	05/01/2026	1352	COPY, SCAN & MORE LLC	BANNER FOR SCHOOL SIGNAGE	416.00
194	06/01/2026	50511	GH2 ARCHITECTS	SECURE ENTRANCE ARCHITECTURE DESING	10,000.00
195	06/01/2026	50512	METRASENS INC.	METAL DETECTORS	65,970.00
196	05/05/2026	50483	EUGENIA LOVELACE	af pmt 139 cleared in gf	230.00
198	06/01/2026	808	WIRED! TECHNOLOGY	MIDDLE SCHOOL SECURITY TRANSITION UPGRADES	93,890.92
199	06/10/2026	50513	K & N POWERSPORTS	SIDE BY SIDE VEHICLE FOR SAFETY PATROL	17,399.99
200	06/10/2026	50514	OFFICE SUPPLY	SAFETY ORGANIZERS FOR DRILLS	599.00
201	06/10/2026	50515	AARON FENCE CO	FENCE CLOSURE FOR SIDE BY SIDE	0.00
202	06/30/2026	50516	SECURE OKLAHOMA SECURITY SYSTEMS	SECURE LOCKS FOR PREFABRICATED CLASSROOMS	9,975.00
203	06/10/2026	50517	PATRICIA ROMO	CONTRACTOR SUBSTITUTE CUSTODIAN	1,008.00
204	06/10/2026	50519	DELUXE CORPORATION	CHECKS AND DEPOSIT BOOKS	317.25
205	06/09/2026	50390	OFFICE EXPRESS	JANITORIAL SERVICES	16,067.84
206	06/10/2026	1531	SOUTHWEST TULSA TROPHY	DECORATIONS	17.20
207	06/15/2026	50497	KIPP TULSA FACILITIES, LLC	CLOSE-WRONG FUND	0.00
50100	05/01/2026	80118	ESTRELLA RAMIREZ	PAYROLL	2,341.39
50101	05/15/2026	80311	AMNONI MYERS	PAYROLL	807.38
50102	06/01/2026	50508	JEFFREY ADAM BIANCA	PAYROLL	1,560.93
Non-Payroll Total:					\$245,446.20
Payroll Total:					\$4,709.70
Report Total:					\$250,155.90

Purchase Order Register

Options: Year: 2026-2027, Fund(s): GENERAL FUND, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/01/2026	50517	PATRICIA ROMO	CONTRACTOR SUBSTITUTE CUSTODIAN	1,152.00
2	07/01/2026	1677	SOUTHERN NAZARENE UNIVERSITY	SPED TEACHER BOOTCAMP TUITION ASSISTANCE	0.00
3	07/01/2026	50286	FISH TANK LEARNING	ELA CURRICULUM	5,850.00
4	07/01/2026	56	BEWLEY SWEEPER SERVICE, INC.	JANITORIAL SUPPLIES	11,838.67
5	07/01/2026	575	CURRICULUM ASSOCIATES	EL CURRICULUM	21,800.00
6	07/01/2026	1111	AMPLIFY EDUCATION, INC	7th/8th Grade ELA Currivulum	10,776.75
7	07/01/2026	1301	IMAGINE LEARNING LLC	MATH CURRICULUM	32,394.09
8	07/01/2026	7	FUNDS FOR LEARNING	ERATE FUNDING CONSULTATION	5,916.67
9	07/01/2026	27	SYLOGISTED, INC	ACCOUNTING SYSTEM SOFTWARE	12,406.22
10	07/01/2026	204	OESC	OESC	20,432.72
11	07/01/2026	1586	FINANCIAL COMM CARD	JULY DISTRICT CREDIT CARD EXPENSES	5,854.21
12	07/01/2026	1586	FINANCIAL COMM CARD	AUGUST CREDIT CARD PURCHASES	15,519.51
13	07/01/2026	1586	FINANCIAL COMM CARD	SEPTEMBER CREDIT CARD PURCHASES	7,160.19
14	07/01/2026	1586	FINANCIAL COMM CARD	OCTOBER CREDIT CARD PURCHASES	2,027.61
15	07/01/2026	1586	FINANCIAL COMM CARD	NOVEMBER CREDIT CARD PURCHASES	11,991.59
16	07/01/2026	1586	FINANCIAL COMM CARD	DECEMBER CREDIT CARD PURCHASES	19,375.40
17	07/01/2026	1586	FINANCIAL COMM CARD	JANUARY CREDIT CARD PURCHASES	7,724.01
18	07/01/2026	1586	FINANCIAL COMM CARD	FEBRUARY CREDIT CARD PURCHASES	13,383.37
19	07/01/2026	50381	LEVEL DATA	TEACHER AND STUDENT OBSERVATION SOFTWARE	10,778.56
20	07/01/2026	1586	FINANCIAL COMM CARD	MARCH CREDIT CARD PURCHASES	17,254.29
21	07/01/2026	5	NORTHWEST EVALUATION ASSOCIATION	MAP TESTING	5,571.25
22	07/01/2026	14	FIZZ-O WATER CO	WATER FOR REGIONAL AND MIDDLE SCHOOL	674.85
23	07/01/2026	1317	DEANSLIST, INC.	DEANSLIST ANNUAL LICENSE	14,440.00
24	07/01/2026	490	EGENCIA, LLC	TRAVEL SOFTWARE ANNUAL LICENSE	406.25
25	07/01/2026	1319	SUNDANCE OFFICE SUPPLIES	OFFICE AND INSTRUCTIONAL SUPPLIES FOR KTCP	6,082.49
26	07/01/2026	1319	SUNDANCE OFFICE SUPPLIES	OFFICE AND INSTRUCTIONAL SUPPLIES FOR KTUP	5,759.64
27	07/01/2026	1645	STANDLEY SYSTEMS	COPIERS LEASE FOR DISTRICT	54,656.27
28	07/01/2026	1673	STANDLEY SYSTEMS	COPIER/PRINTERS SUPPLIES AND OVERAGES	10,371.33
29	07/01/2026	808	WIRED! TECHNOLOGY	TECHNOLOGY SUPPORT FOR THE DISTRICT	79,700.00
30	07/01/2026	808	WIRED! TECHNOLOGY	TECHNOLOGY EQUIPMENT PARTS AND ACCESORIES	10,216.25
31	07/01/2026	1337	ACT, INC.	STUDENT TESTING	6,809.50

Purchase Order Register

Options: Year: 2026-2027, Fund(s): GENERAL FUND, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
32	07/01/2026	1049	LIBERTY MUTUAL INSURANCE	WORKER COMPENSATION POLICY FYE 2022-2023	28,109.00
33	07/01/2026	1035	ALLIANT INSURANCE SERVICES	GENERAL LIABILITY INSURANCE	47,147.72
34	07/01/2026	682	OKLAHOMA CONSULTING AND ACCOUNTING	TREASURER AND ACCOUNTING CONSULTING SERVICES	35,200.00
35	07/01/2026	607	4IMPRINT	PROMOTIONAL ITEMS AND STAFF UNIFORM SHIRT	1,975.98
36	07/01/2026	1560	ZOOM VIDEO COMMUNICATIONS INC.	VIDEO CONFERENCING SOFTWARE SUBSCRIPTION	0.00
37	07/01/2026	18	TPS - TREASURY DEPARTMENT	FACILITY AGREEMENT FYE 25 (TWIN)	0.00
38	07/01/2026	3	KIPP FOUNDATION	FYE 2025-26 LINCENSE FEE	3,146.94
39	07/01/2026	1339	CINTAS FIRST AID AND SAFETY	NURSING SUPPLIES FOR KTCP	2,622.13
40	07/01/2026	1339	CINTAS FIRST AID AND SAFETY	NURSING SUPPLIES FOR KTUP	647.66
41	07/01/2026	1050	PITNEY BOWES FINANCIAL SERVICES LLC	POSTAGE MACHINE LEASE FOR KTCP	1,136.72
42	07/01/2026	1050	PITNEY BOWES FINANCIAL SERVICES LLC	POSTAGE MACHINE LEASE FOR KTUP	706.32
43	07/01/2026	33	PURCHASE POWER	POSTAGE AND INK REFILLS FOR THE DISTRICT	1,181.95
44	07/01/2026	720	OKLAHOMA PUBLIC CHARTER SCHOOL ASSO	FY 2025-26 MEMBERSHIP DUES	3,268.75
45	07/01/2026	859	BOOMERANG PRINTING, LLC	PRINTING SERVICES	3,006.00
46	07/01/2026	445	MAZZIO'S	CATERING FOR STAFF AND STUDENT EVENTS	940.22
47	07/01/2026	23	CENTEGIX	VISITOR MANAGEMENT SYSTEM	2,390.00
48	07/01/2026	1649	DS BUS LINES, INC.	STUDENT TRANSPORTATION FOR THE DISTRICT	284,664.53
49	07/01/2026	50144	AMAZON CAPITAL SERVICES	OFFICE AND INSTRUCTIONAL SUPPLIES	46,643.21
50	07/01/2026	50190	HICKMAN LAW GROUP	LEGAL SERVICES	21,000.00
51	07/01/2026	68	TEACH FOR AMERICA	CORP MEMBERS FEE 2022-23	8,000.00
52	07/01/2026	344	LUNCH MONY, LLC dba JASON'S DELI	CATERING FOR STAFF AND BOARD MEETINGS	1,640.75
53	07/01/2026	50127	BLEDSON, HEWETT & GULLEKSON	FINANCIAL AUDIT SERVICES	10,000.00
54	07/01/2026	18	TPS - TREASURY DEPARTMENT	ADMINISTRATION FEE - FY 2022- 23	37,481.32
55	07/01/2026	1427	DOCUSIGN INC	E-SIGNATURE SOFTWARE PLATFORM	2,808.00
56	07/01/2026	50164	PRAESIDIUM	EMPLOYEE BACKGROUND CHECKS	4,181.50
57	07/01/2026	90002	BANK OF OKLAHOMA	BANK FEES	5,396.08
58	07/01/2026	1348	BULK BOOKSTORE	BOOKS FOR ELA CLASS	22,332.10
59	07/01/2026	675	TULSA COMMUNITY COLLEGE	EDGE PROGRAM STUDENT TUITION	14,449.31
60	07/01/2026	1586	FINANCIAL COMM CARD	APRIL CREDIT CARD EXPENSES	5,993.72
61	07/01/2026	99999	KIPP TULSA COLLEGE PREPARATORY	REIMBURSEMENT OTHER FUNDS	1,650.00
62	07/01/2026	1402	MODUS	SUPPLEMENTAL TRANSPORTATION FOR STUDENTS	3,368.00

Purchase Order Register

Options: Year: 2026-2027, Fund(s): GENERAL FUND, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
63	07/01/2026	1297	EAI EDUCATION	CALCULATORS FOR ACT TESTING AND MATH CLASS	1,033.96
64	07/01/2026	342	SHERWIN WILLIAMS	PAINT TO RETOUCH SCHOOLS	287.70
65	07/01/2026	226	COLLEGE BOARD	AP STUDENT EXAMINATIONS	1,500.00
66	07/01/2026	227	SIGNS NOW	STUDENT RECRUITMENT ADVERTISEMENT	5,968.72
67	07/01/2026	292	ULINE	BAGS FOR CHROMEBOOKS	854.65
68	07/01/2026	50301	ADOBE INC	ADMINISTRATION SOFTWARE SUBSCRIPTION	1,269.87
69	07/01/2026	50302	GRAMMARLY	ADMINISTRATION SOFTWARE SUBSCRIPTION	144.00
70	07/01/2026	179	OKASBO	INSTITUTIONAL MEMBERSHIP	225.00
71	07/01/2026	50313	ASANA, INC	PROJECT MANAGEMENT SOFTWARE	3,344.07
72	07/01/2026	50253	FERGUSON SECURITY GROUP , LLC	SECURITY SERVICE DURING SCHOOL EVENTS	7,520.00
73	07/01/2026	50325	SOFTERWARE	DEVELOPMENT SOFTWARE	4,557.84
74	07/01/2026	97	T-MOBILE	IPADS FOR STUDENT RECRUITMENT AND SERVICE	713.31
75	07/01/2026	90012	AMERICAN FIDELITY	ASSURANCE PAID	119.52
76	07/01/2026	50374	META PLATFORMS, INC	STUDENT RECRUITMENT ADVERTISEMENT	40,115.88
77	07/01/2026	50377	ONE TO ONE PLUS	ASSET MANAGEMENT SOFTWARE	2,990.00
78	07/01/2026	50292	SUMMIT K12	EL CURRICULUM	6,550.00
79	07/01/2026	50520	FLYING COLORS SCIENCE LLC	SCIENCE TEACHER LICENSE	696.00
80	07/01/2026	50378	LEARNING ALLY, INC.	CURRICULUM	4,316.40
81	07/01/2026	470	HOUGHTON MIFFLIN HARCOURT	SOCIAL STUDIES CURRICULUM	12,654.00
82	07/01/2026	50380	NOVEL EDUCATION PARTNERS, INC.	HS ELA CURRICULUM	4,160.00
83	07/01/2026	1541	YOUSCIENCE, LLC	CAREER GUIDENCE PLATFORM	3,450.00
84	07/01/2026	50389	SECURLY	STUDENT CYBER SECURITY SOFTWARE	3,481.50
85	07/01/2026	500	OKLAHOMA PUBLIC SCHOOL RESOURCE CEN	TEACHER MENTORSHIP PROGRAM	2,400.00
86	07/01/2026	309	MCGRAW-HILL LLC	ENVIROMENTAL SCIENCE CURRICULUM	7,516.89
87	07/01/2026	1489	ONECAUSE, INC.	FUNDRAISING SOFTWARE	2,995.00
88	07/01/2026	50521	TRINITY EDUCATION GROUP, INC.	LUMA LIBRARY COMPANION PILOT PROGRAM	300.00
89	07/01/2026	50383	VIVACITY TECH PBC	100 CHROMEBOOKS FOR STUDENT TESTING	34,820.00
90	07/01/2026	77	NATIONAL BENEFIT SERVICES, LLC	ADMINISTRATIVE FEE	500.00
91	07/01/2026	50522	RADISH EDUCATION INC.	MAGMA MATH	6,682.00
92	07/01/2026	50356	THE WEBSTAUANT STORE, LLC	KITCHEN AND CAFETERIA SUPPLIES	1,941.17
93	07/01/2026	40	THE HOME DEPOT	ICE MACHINE FOR NURSE STATION	399.99
94	07/01/2026	50326	HORIZON	DIGITAL ENHANCED CLASSES	3,680.00
95	07/01/2026	50311	LUNCHTIME SOFTWARE, LLC.	CHILD NUTRITION SOFTWARE LICENSE	3,685.00
96	07/01/2026	298	OSSAA	ATHLETICS ASSOCIATION FEE	745.00

Purchase Order Register

Options: Year: 2026-2027, Fund(s): GENERAL FUND, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
97	07/01/2026	50464	PAYLESS4LIGHTING	LIGHTBULBS FOR CAMPUSES	1,223.99
98	07/01/2026	1592	MV LEARNING, LLC	HOMELESS TRAINING AND TRACKING SOFTWARE	998.00
99	07/01/2026	1672	PIKEPASS GOVERNMENT ACCT. SERVICE	DISTRICT VEHICLES TURNPIKE FEES	146.12
100	07/01/2026	50492	VIVI, LLC	PUBLIC AREAS DISPLAY SOFTWARE LICENSE	954.00
101	07/01/2026	50100	JENKINS & KEMPER CPA, P.C.	990 PREPARATION	750.00
102	07/01/2026	50502	PROPIO LS, LLC	TRANSLATION SERVICES	500.00
103	07/01/2026	1456	RANK ONE SPORT	ATHLETICS MANAGEMENT SOFTWARE	1,000.00
104	07/01/2026	107	RENAISSANCE LEARNING INC.	HS READING SUPPORT CURRICULUM	5,400.00
105	07/01/2026	575	CURRICULUM ASSOCIATES	ELL CURRICULUM	10,033.34
106	07/01/2026	50531	SOUTHWEST FOODSERVICE EXCELLENCE	CHILD NUTRITION SERVICES FY27	308,159.71
107	07/01/2026	107	RENAISSANCE LEARNING INC.	Illuminate licenses	8,280.00
108	07/01/2026	50524	THE PRINCETON REVIEW	ACT PREP TUTORING SERVICES	9,770.00
109	07/01/2026	50525	REVISION LEARNING	COLLEGE ESSAY CURRICULUM	1,420.00
110	07/01/2026	763	POWERSCHOOL GROUP LLC	STUDENT INFORMATION SYSTEM	531.26
111	07/01/2026	50191	THE BAYAR GROUP	BOUNDRIES TRAINING FOR STAFF	4,500.00
112	07/01/2026	50526	JAMES WAYNE PHOTOGRAPHY	MARKETING SERVICES FOR THE DISTRICT	24,000.00
113	07/01/2026	410	ANDY B'S	FOOTBALL TEAM INCENTIVE	420.00
50000	07/01/2026	80070	DAPHNE C MARTIN	PAYROLL	4,260.44
50001	07/01/2026	80093	TIONA T BOWMAN	PAYROLL	9,582.20
50002	07/01/2026	80278	SHERRON JOHNSON	PAYROLL	4,755.72
50003	07/01/2026	80267	JANEY MILLER	PAYROLL	8,666.60
50004	07/01/2026	80205	THOMAS S EATON	PAYROLL	6,650.29
50005	07/01/2026	80185	BRENDA RAMIREZ	PAYROLL	4,158.31
50006	07/01/2026	80268	SIENNA SCOTT	PAYROLL	11,135.46
50007	07/01/2026	80197	TANYAIL WILEY	PAYROLL	4,217.04
50008	07/01/2026	80188	STACY WILLIAMS	PAYROLL	4,269.60
50009	07/01/2026	80024	MADONNA L ARNOLD	PAYROLL	7,996.55
50010	07/01/2026	80032	DONTERRIO A MARZETT	PAYROLL	12,984.69
50011	07/01/2026	80084	MELANIE RATHOD	PAYROLL	9,626.21
50012	07/01/2026	80105	MARIAN BILLBURY	PAYROLL	7,636.85
50013	07/01/2026	80128	JUHON IRONS	PAYROLL	6,713.86
50014	07/01/2026	80046	MAYRA S BURKE	PAYROLL	8,071.77
50015	07/01/2026	80008	KETWANETTE FINLEY	PAYROLL	8,554.40
50016	07/01/2026	80007	DEANN COOKS	PAYROLL	8,574.13
50017	07/01/2026	80146	SHERRON R ROBERTS	PAYROLL	6,151.93
50018	07/01/2026	80009	STEPHANIE GOFF	PAYROLL	5,812.14
50019	07/01/2026	80312	WILLIAM HILL	PAYROLL	1,386.54
50020	07/15/2026	50518	EDDY KATHERYN ALLEN	PAYROLL	2,801.40
50021	07/15/2026	50523	LACY ELAINE GONZALEZ	PAYROLL	2,241.40
50022	07/15/2026	80173	EMILY ROIGER	PAYROLL	58.13
50023	07/15/2026	50385	KIARA JONES	PAYROLL	64.32

Purchase Order Register

Options: Year: 2026-2027, Fund(s): GENERAL FUND, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
50024	07/15/2026	50442	JAMES ADAM SHELL	PAYROLL	21.53
50025	07/15/2026	50444	RENEE DAWN GUNSAULIS	PAYROLL	53.83
50026	07/15/2026	80168	CORY YOUNG	PAYROLL	647.40
50027	07/15/2026	80307	KAYLA BEREAL-MURRAY	PAYROLL	47.37
50028	07/15/2026	50388	IYANA BUCKMON	PAYROLL	93.23
50029	07/15/2026	80184	MARIA M MARTIN	PAYROLL	49.52
Non-Payroll Total:					\$1,579,115.49
Payroll Total:					\$147,282.86
Report Total:					\$1,726,398.35

Coversheet

Approval of Activity Fund Purchase Orders

Section:	V. Consent Agenda
Item:	D. Approval of Activity Fund Purchase Orders
Purpose:	Vote
Submitted by:	
Related Material:	Purchase Order Register (19).pdf

Purchase Order Register

Options: Year: 2025-2026, Fund(s): SCHOOL ACTIVITY FUND, Date Range: 6/1/2026 - 6/30/2026

PO No	Date	Vendor No	Vendor	Description	Amount
113	06/01/2026	1089	Gandy Ink	ALUMN GIFT	1,396.55
				Non-Payroll Total:	\$1,396.55
				Payroll Total:	\$0.00
				Report Total:	\$1,396.55

Coversheet

Approval of Building Fund Items

Section:	V. Consent Agenda
Item:	E. Approval of Building Fund Items
Purpose:	Vote
Submitted by:	
Related Material:	Purchase Order Register (18).pdf

Purchase Order Register

Options: Year: 2026-2027, Fund(s): BUILDING FUND, Date Range: 7/1/2026 - 6/30/2027

PO No	Date	Vendor No	Vendor	Description	Amount
50000	07/15/2026	80312	WILLIAM HILL	PAYROLL	2,082.86
50001	07/15/2026	80313	JEFFREY TERRY	PAYROLL	1,808.52
50002	07/15/2026	80314	LUZ TORRES	PAYROLL	1,789.06
50003	07/15/2026	80315	GREGORY JOHNSON	PAYROLL	1,636.28
Non-Payroll Total:					\$0.00
Payroll Total:					\$7,316.72
Report Total:					\$7,316.72

Coversheet

Approval of Gifts Fund Items

Section:	V. Consent Agenda
Item:	F. Approval of Gifts Fund Items
Purpose:	Vote
Submitted by:	
Related Material:	Purchase Order Register (20).pdf

Purchase Order Register

Options: Year: 2025-2026, Fund(s): GIFT FUND, Date Range: 6/1/2026 - 6/30/2026

PO No	Date	Vendor No	Vendor	Description	Amount
18	06/01/2026	50144	AMAZON CAPITAL SERVICES	FUNDRAISING EVENT SUPPLIES	1,286.02
Non-Payroll Total:					\$1,286.02
Payroll Total:					\$0.00
Report Total:					\$1,286.02

Coversheet

Activity Fund Transfers

Section:	V. Consent Agenda
Item:	G. Activity Fund Transfers
Purpose:	Vote
Submitted by:	
Related Material:	BOARD APPROVED TRANSFERS 6-30-26.pdf

From Project	To Project	Amount
807-986 (Band)	808--975 (Staff appreciation)	\$ 500.00
805-975 (8th gr EOY)	817-975	\$ 5,000.00
900-986 (Track)	900-975 (Track)	\$ 2,000.00
901-986 (Boys Basketball)	901-975 (Boys Basketball)	\$ 100.00
906-986 (HS Wrestling)	906-975 (MS Wrestling)	\$ 4,513.47
909-975 (MS Soccer)	900-975 (MSTrack)	\$ 600.00
812-986 (School Support)	812-975 (School Support)	\$ 1,437.06

[illegible]

Superintendent Signature: _____

Coversheet

Approval of KIPP Tulsa College Preparatory Charter Contract (2026–2029)

Section:	VI. Action Agenda
Item:	A. Approval of KIPP Tulsa College Preparatory Charter Contract (2026–2029)
Purpose:	Vote
Submitted by:	
Related Material:	KIPP Tulsa College Preparatory Charter Contract 2026-2029_FE.pdf

Charter School Contract

This Charter School Contract ("Contract") is executed the first day of July, 2026, by and between **Independent School District No.1 of Tulsa County, Oklahoma** ("Sponsor"), and **KIPP Tulsa College Preparatory, Inc.** ("Charter School"). This Contract constitutes the Charter of the Charter School. When the terms "Contract" or "Charter" are used in this Contract, they are deemed to be synonymous.

I. GENERAL PROVISIONS

1. **Authority Granted by the Charter.** The Sponsor authorizes the Charter School to operate a charter school subject to the terms of this Charter, the Oklahoma Charter Schools Act, Okla. Stat. tit. 70, §§ 3-130 *et seq.*, as amended ("Act"), and all applicable rules and regulations. Action materially in violation of the terms of the Charter, the Act, or applicable rules and regulations shall constitute a material violation of this Charter, and, subject to the provisions of Section V herein, will be good cause for termination of the Charter, provided that action necessary to comply with any applicable law or related state/federal regulation shall not constitute a material violation of this Charter. It is agreed by the parties that following any final decision by a court of competent jurisdiction that the Charter Schools Act is unconstitutional, this Charter shall immediately be null and void with all funding obligations to the Charter School by the District to immediately cease, provided that the parties shall fully comply with the provisions of any final court order.

The Charter School agrees that operations under this Charter will commence on July 1, 2026.

The name and address of the representative authorized to act on behalf of the Charter School is as follows:

Name:	Donterrio Marzett
Address:	1661 E Virgin Street Tulsa, OK 74106
Phone:	918-794-8652
Email:	dmarzett@kippok.org

2. **The Charter School shall not assign the Charter.** The obligations of the Charter School pursuant to this Charter may not be assigned, delegated, or subcontracted by the Charter School to any other individual or entity, provided the Charter School may contract with individuals or entities for services necessary to fulfill its Charter obligations. The management or operation of the Charter School, directly or indirectly, by any individual entity other than the individual or entity granted the Charter by the Sponsor will be cause for termination of the Charter. The Charter School will not encumber, pledge, or in any way alienate the Charter for the benefit of creditors or any other entity.

3. **Term of the Charter.** This Charter will be effective on ***July 1, 2026*** and shall terminate on ***June 30, 2029***, unless terminated sooner as herein provided.

4. **Renewal of the Charter School Contract and the Performance Framework.** On timely application by the Charter School, this Charter may be renewed for an additional period, determined by the Sponsor in accordance with the terms of the Charter Performance Framework (attached in Exhibit A), not to exceed five (5) years from the last day of operation for the 2028- 2029 school year. In the event state law authorizes the parties to enter into a contract term of more than five years, Sponsor shall evaluate whether a longer term is appropriate. If the term is lengthened, the parties shall work in good faith to review whether other provisions of this contract should be modified as well. Any application for renewal must be filed not later than prior to the beginning of the final year of operations (*i.e.*, prior to July 1, 2028) under this Charter. An application for renewal must be made using the Sponsor's published renewal application. In addition to a complete renewal application, the Sponsor may request additional information. Any written notice of an intent by the Sponsor to deny the request for renewal must be provided at least eight (8) months prior to expiration of this Charter.

In accordance with Okla. Stat. tit. 70, Section 3-135, the Sponsor will annually evaluate and make renewal decisions regarding the Charter School based on the academic, financial, governance, and operational performance indicators specified in Sponsor's Performance Framework (attached as Exhibit A and described in more detail below). The Performance Framework and policies governing oversight of Tulsa Public Schools sponsored charter schools may change at the discretion of the Sponsor. The Sponsor shall provide the Charter School the opportunity to provide input which the Sponsor may or may not incorporate into its framework. Sponsor shall provide no less than sixty (60) days notice prior to implementing changes to its framework. The parties understand and acknowledge that for purposes of evaluating the performance of the Charter in the first year of this Contract, the Charter shall submit and the Sponsor will assess performance data derived from years occurring immediately prior to the effective date of this Contract.

5. **Modification of the Charter.** The terms of the Charter may be revised only through the written consent of the governing bodies of the Charter School and the Sponsor. Refusal by the Sponsor to agree to proposed Charter changes requested by the Charter School will not be cause for the Charter School to request or seek any legal remedy now or hereafter allowed by law whether by mediation, arbitration or a civil proceeding.

II. THE EDUCATIONAL PROGRAM

1. **Instructional Program.** The comprehensive instructional program and curriculum to be provided by the Charter School is described in the Charter Application ("Application") and as necessary, updated through any amendments, renewals, or modifications submitted by the Charter School and accepted by the Sponsor. The Charter shall be responsible for the implementation of the instructional program as described in these documents. The Charter School will not provide any educational programs, grades or courses other than those shown in

the Application, and any deviation from such approved grades, educational programs or courses will be good cause to terminate the Charter.

The Charter School may request an amendment to their Application in writing to the Sponsor. Major changes including changes to the core educational program, grade span served, mission, objectives goals, or changes in governance structure require approval by the governing board of both the Charter School and the Sponsor. Minor changes including but not limited to changes in curriculum, staffing plan, organizational structure, and assessment can be submitted to and approved by the Superintendent's designee. Unapproved deviation from the Application will be cause to terminate the Charter.

2. **Enrollment.** The Charter School shall verify residency consistent with the enrollment requirements below, shall not discriminate in enrollment, shall comply with immunization statutes, and shall select waiting students by lottery as required by the Act. Enrollment in the Charter School shall be open to any student who resides within the geographic boundaries of the Sponsor, and is eligible by age or grade to enroll in the Charter School's educational program. If the number of students described above who apply for admission at any grade level exceeds the enrollment cap of the Charter School for any grade level, then all such students shall be subject to a lottery for admission. The Sponsor authorizes the Charter to enroll students who reside outside of the District boundaries to the extent allowed by state statute or otherwise authorized by the Oklahoma State Department of Education, but only after admission of all applicants residing within the district.

The charter school shall participate in Tulsa Public Schools' unified enrollment system, which shall comport with all state law regarding the operation of charters' lottery systems. Sibling policy will be applied at the lottery; i.e., if more than one child from a family has applied for admission and one of the children is or has previously been selected by lottery, then other applicants from that family are also permitted to attend. The Charter School shall be responsible for accurately determining and identifying applicants to receive sibling preference, and shall provide verification of eligibility upon request by the Sponsor.

In addition to general advertising through the sponsor's unified enrollment system, the Charter School may advertise, at its expense, to the general public, through display on the Charter School's website or through other mutually accepted methods, relevant information about the Charter School necessary for a student or parent to determine whether an application by the student/parent should be made to the Charter School. The Charter School shall adhere to the application window timelines set forth annually by the sponsor and use those dates in advertisements. Sponsor will include the Charter School in all general enrollment advertising and events.

Total enrollment in the Charter School shall include grades six – eight (6-8.) The Charter School shall provide the sponsor an estimate of the number of available lottery seats per grade on or before February 15 of each year for the purpose of performing regular system testing. The total

number of available lottery seats shall be provided per grade annually on or before March 1 with total projected enrollment per grade.

The admission policies and practices of the Charter School and the Sponsor's unified enrollment system shall prohibit discrimination on the basis of race, gender, national origin, income level, ethnicity, religion, disability, aptitude, academic or athletic ability, and proficiency in the English language.

The Charter School shall not enroll nor serve any student unless it has received the appropriate proof of residency, birth certificate, and appropriate immunization records as required by state law. For purposes of ensuring compliance with the Charter, the Sponsor may inspect such enrollment records upon request. The Charter School shall obtain written consent from each parent or any student 18 years of age or older to facilitate this review if the Sponsor does not already have such consent as a result of the student's application in the unified enrollment process.

The Charter School will notify the Sponsor, in writing, by October 15 and March 15 of each school year that the Charter School has verified the residential address of each student enrolled in the Charter School.

3. **The Charter School program shall not discriminate.** The educational program of the Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. The Charter School shall not be affiliated with a nonpublic sectarian school or religious institution and shall not discriminate in its operations against any student or employee on the basis of race, creed, gender, national origin, religion, disability or need for special education services. For purposes of this Charter, the term "affiliated with a nonpublic sectarian school or religious institution" means any type of connection, relationship or association, whether contractual or otherwise, between the Charter School and a nonpublic sectarian school or religious institution.

4. **The Charter School shall comply with statutes and regulations governing children with disabilities.** The Charter School will be knowledgeable of, and comply with, the provisions of the Individuals with Disabilities Education Act (IDEA), and implementing state and federal regulations; Section 504 of the Rehabilitation Act of 1973 ("Section 504") and implementing state and federal regulations; Title II of the Americans with Disabilities Act and implementing regulations; the Policies and Procedures For Special Education In Oklahoma of the State Department of Education governing the education of children with disabilities; and the Charter School will develop and implement a special education policy and procedures manual consistent with applicable court and administrative opinions setting forth its obligations under the law and this Charter and will provide a copy of such manual to the Sponsor on request. The Charter School agrees that it is the Local Educational Agency ("LEA"), as that term is defined in the above statutes and regulations, and that it accepts all responsibilities imposed by law under the above statutes and regulations and agrees to indemnify the Sponsor from all liabilities, including attorney fees and costs, which may be imposed on the Sponsor concerning the

education of any child with a disability enrolled in the Charter School to the extent allowed by Oklahoma law.

Compliance includes, but is not limited to:

- a. **Enrollment.** The Charter School shall not refuse enrollment to a student because the student already has been or may be identified as a child with a disability under IDEA or a child to whom Section 504 is applicable. The Charter School will not drop enrollment of the student if such identification is made subsequent to enrollment.
- b. **Child Find.** The Charter School shall adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the Charter School or contacting the Charter School regarding enrollment, and shall develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, the Charter School shall develop and offer an individualized education program appropriate to the needs of that student.
- c. **Free Appropriate Public Education.** The Charter School shall provide a free appropriate public education to all children with disabilities otherwise eligible to enroll in the Charter School. If the program, staff or facilities of the Charter School are not capable of meeting the needs of a particular child, the Charter School will implement changes necessary to accommodate the child at the Charter School. If reasonable accommodations would be insufficient to enable the child to benefit from the Charter School's program, the Charter School will, at its own expense, place the child at an appropriate school. The Charter School recognizes that providing a free appropriate public education to a child with a disability may cause the Charter School to incur significant financial obligations.
- d. **Services to Students Subject to Disciplinary Removal.** The Charter School shall comply with current IDEA regulations governing services to students subject to disciplinary removal, including regulations that require continuation of a free appropriate public education to a child with a disability even after disciplinary removal or change of placement of the child for valid disciplinary reasons.
- e. **Monitoring.** The Charter School agrees that its implementation of programs required to be in compliance with laws governing the education of children with disabilities may be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office for Civil Rights; the Special Education Division of the Oklahoma Department of Education. This monitoring activity may include responding to complaints, and other investigations by the enforcing agencies, and may result in corrective actions imposed on the Charter School by these agencies for any discrepancies found. The Sponsor reserves the right to require periodic special education compliance reports from the Charter School in the same manner and format required of other of the Sponsor's "school sites."

f. **Due Process Hearings.** The Charter School's implementation of programs required to be in compliance with laws governing education of children with disabilities may be subject to court supervision via litigation against the Charter School brought by individuals affected by the actions of the Charter School. The Charter School is aware that the cost to the Charter School of this litigation can be substantial. The Charter School acknowledges and agrees that the Sponsor is in no way responsible for the costs of such litigation, including but not limited to attorneys' fees.

g. **Notice.** The Charter School will comply with all requirements relating to notification to parents of their rights under IDEA and with notices required to be provided to parents of children with disabilities or children suspected of having disabilities.

5. **The Charter School shall comply with the Oklahoma School Testing Program, shall be subject to the State Office of Accountability, and complete specified reporting requirements of the Sponsor's Performance Framework.** The Charter School shall participate in all testing as required by the Oklahoma School Testing Program Act and shall report test results as required of an Oklahoma public school district. The Charter School shall also provide specific data, as requested and specified in the Sponsor's Performance Framework. The Charter School shall provide any data requested by the State Office of Accountability.

6. **The Charter School shall provide students with textbooks, workbooks, and other written curriculum materials, technological aids, and equipment during all years of operations as described in the Application and will not provide less than such materials during subsequent years, unless excluded by the Sponsor.**

7. **The Charter School shall comply with federal statutory and constitutional requirements to assist students with limited English proficiency.** The Charter School is aware that enrollment of students on a nondiscriminatory basis may result in enrollment of students with limited English proficiency and that discrimination on the basis of a language deficiency caused by national origin offends federal law. The Charter School will comply with all federal constitutional and statutory obligations in assisting students with limited English proficiency.

8. **The Charter School shall comply with statutes governing the reporting of suspected child abuse, neglect, and/or exploitation.** The Charter School shall comply with the Oklahoma Child Abuse Reporting and Prevention Act.

9. **The Charter School shall comply with statutes governing the reporting of student absences.** The Charter School shall have an attendance officer who shall enforce provisions of the compulsory attendance laws and submit lack of attendance reports to the appropriate authorities as required by Oklahoma law.

10. **The Charter School shall comply with statutes requiring the reporting of students under influence of low-point beer, alcoholic beverages or controlled dangerous substances.** The Charter School shall adopt and deliver to every classroom teacher a written policy for teachers to follow if they have a student who appears to be under the influence of low-point beer, alcoholic beverages, or a controlled dangerous substance. The Charter School shall file such policy with the State Superintendent of Public Instruction. The Charter School agrees that the Charter School staff will comply with the reporting requirements of the policy and relevant Oklahoma law.
11. **The Charter School shall comply with state law governing out-of-school suspension procedures.** The Charter School shall comply with Oklahoma law regarding the out-of-school suspension of students and other disciplinary procedures, and shall afford students all due process rights to which they are entitled by state law and the federal Constitution in the out-of-school suspension process. The Charter School shall furnish an individualized out-of-school education plan to eligible students suspended out-of-school as required by Oklahoma law. The Charter School shall not recommend that resignation or withdrawal from the school be accepted in lieu of suspension.
12. **The Charter School shall comply with federal and state privacy laws.** The Charter School shall comply with the Federal Family Educational Rights and Privacy Act and Oklahoma law safeguarding the confidentiality of student educational records. In addition, the Charter School shall comply with the student education record requirements contained in the IDEA.
13. **The Charter School shall have a functioning Safe School Committee.** The Charter School shall comply with the statutory and other legal requirements to form and maintain a functioning Safe School Committee.
14. **The Charter School shall provide eye protective devices for students if courses offered involve exposure to dangerous equipment or chemicals.** The Charter School shall provide industrial quality eye protective devices to students who come in contact with dangerous machinery, welding, hot liquids, explosive chemicals or materials.
15. **The Charter School will not charge tuition or fees directly or indirectly for required activities.** The Charter School shall not charge students tuition or fees either directly or indirectly, regardless of what terminology may be used to describe any such attempted payments, for any activity required by the academic program of the Charter School.
16. **The Charter School shall not be used to generate revenue for home-schooled students.** The Charter School shall not be used in any manner to generate revenue for home-schooled students.
17. **The Charter School shall educate students at the Charter School site.** The Charter School will educate students only at an organized Charter School site. The Charter School will

promptly notify the Sponsor in writing of any proposed relocation of the Charter School facility. The Charter School may not directly or indirectly operate a home-school program.

18. **The Charter School shall comply with state law governing days of instruction and/or hours of instruction.** The Charter School shall provide instruction for at least the number of days, and hours during the day, as is required by Oklahoma law. The Charter School will notify the Sponsor in writing of the number of days, and hours per day, of instruction, and will strictly comply with such timetables unless prevented by an emergency. The Charter School shall provide a copy of the adopted school calendar for each year of operation at least 45 days in advance of the beginning of the school year and share any and all revisions of same upon adoption by the Charter School's Board.

19. **Student Information System and Special Education Software.** The Charter School will maintain and use a high-quality commercial student information system, and its own software for special education programs and services through the vendor approved by the Oklahoma State Department of Education.

III. FISCAL MANAGEMENT

1. **The Charter School shall operate on a fiscal year basis.** The Charter School shall utilize a fiscal year beginning July 1 and ending on the following June 30. The Charter School shall not violate the pay-as-you-go fiscal year restrictions imposed by the Oklahoma Constitution, Article 10, Section 26, and cases construing this provision.

2. **The Charter School shall comply with the Oklahoma Cost Accounting System.** The Charter School shall comply fully with the Oklahoma Cost Accounting System method of reporting school expenditures.

3. **The Charter School shall have an annual audit conducted.** The Charter School shall have the financial operations of the Charter School audited annually in accordance with the provisions of the Oklahoma Public School Audit Law. The Charter School shall bear any expense charged to the Charter School by the auditor when conducting an investigative audit of the Charter School. The Charter School shall provide a verified and accurate quarterly financial report to the Sponsor signed by the Charter School's Chief Financial Officer (or the Charter's school leader) verifying the accuracy of the report.

4. **Assets of Charter School shall be restricted to Charter School usage.** The Charter School shall not apply, hold, credit, transfer, or otherwise make use of funds, assets or resources of the Charter School for any purpose other than operation of the Charter School described in the Charter. The Charter School shall abide by the Oklahoma constitutional bans against the loaning of public property for the credit or benefit of an individual or other entity and against the making of gifts of public property.

5. **The Charter School shall not extend its credit.** The Charter School shall not extend credit, or otherwise make use of the credit or assets of the Charter School for any purpose other than operation of the Charter School described in the Charter.
6. **The Charter School shall not be involved in transactions that are a conflict of interest.** No transaction shall be executed between the Charter School and a member of the governing body of the Charter School or any member of the immediate family of a member of the governing body of the Charter School which violates, directly or indirectly, Oklahoma law governing conflict of interest transactions between a member of the Sponsor Board of Education and the Sponsor School District.
7. **The Charter School shall not commingle Charter School funds.** The Charter School shall not commingle Charter School funds with the funds of any other person or entity. The Charter School shall keep separate and distinct accounting, auditing, budgeting, reporting, and recordkeeping systems for the management and operation of the Charter School. The Sponsor and Charter School mutually acknowledge that the Charter School may independently fundraise for private donations to support the Charter School and, in such cases, shall itemize or otherwise identify any revenue from private fundraising for purposes of accounting, budgeting, reporting and recordkeeping.
8. **The Charter School shall maintain financial records.** The Charter School shall maintain all financial records needed to conduct an annual audit and to show compliance with this Charter, and shall not destroy such records for at least five (5) years.
9. **If the Charter School elects to participate in the Oklahoma Teachers' Retirement System ("OTRS"), the Charter School shall make timely contributions to the OTRS and to the Social Security System, and shall make timely withholdings of taxes required by state and federal statutes.** The Charter School will be knowledgeable of the statutes and regulations governing the OTRS. Nothing in this section shall obligate the Charter School to assume the obligation to pay any portion of the obligation of any employee to OTRS.
10. **The Charter School shall comply with federal statutes and regulations governing the payment of employer contributions to the Social Security Administration, withholding of Social Security contributions from employee wages, withholding of applicable state and federal taxes, and the reporting of wages earned and withholdings made.**
11. **The Charter School shall comply with statutes governing unemployment compensation benefits.** The Charter School will comply with requirements placed upon employers by the Oklahoma Employment Security Act. If electing to be a "taxable" employer, the Charter School will make timely payments to the Oklahoma Employment Security Commission. If electing to be a "reimbursing" employer, the Charter School will make timely reimbursements to the Commission for claims paid.

12. **The Charter School shall comply with the Fair Labor Standards Act.** As a governmental entity, the Charter School understands that it is subject to the requirements of the Fair Labor Standards Act, including, but not limited to the payment of minimum wages, payment of overtime compensation to non-exempt employees and the maintenance of various records regarding pay and work times.
13. **The Charter School shall comply with child labor regulations.** The Charter School will comply with the child labor provisions of the Fair Labor Standards Act, and Oklahoma child labor law restrictions.
14. **No litigation having an adverse impact on school operations.** The Charter School hereby certifies that there is no pending litigation or threatened litigation at the present time that reasonably could have an adverse impact on operations of the Charter School. If at any time during the term of this Contract the Charter School is sued by or sues any person or entity in any jurisdiction the Charter School must immediately notify the Sponsor, in writing, of the suit and provide such information concerning the litigation as may be requested by the Sponsor.
15. **The Charter School shall pay the Sponsor an authorizing fee.** The Sponsor shall charge the Charter 3% of the Charter's total State Aid Allocation, inclusive of mid-year adjustments, as a fee for administrative services rendered. Upon Charter's receipt of State Aid Allocation, Sponsor will invoice Charter the 3% administrative fee. Charter will pay the fee within 30 days of receipt of invoice. This 3% authorizing fee shall be used to cover the collective costs of supporting, overseeing, and maintaining authorized charter schools.
16. **The Charter shall provide necessary reporting.** The Charter School will timely provide the Sponsor with appropriate access to data reporting services and other data reporting as allowed by relevant law that the Sponsor has required through the Performance Framework. All data sharing shall be documented in a data sharing agreement that comports with state and federal law.

IV. FACILITIES, GOVERNANCE, AND OPERATIONS

1. **The Charter School shall comply with the requirements of the Oklahoma Open Meeting Act.** The Charter School shall comply with all requirements of the Oklahoma Open Meeting Act, including, but not limited to, timely notification to the County Clerk of all meetings of the governing body, the timely posting of agendas, the maintenance of minutes, and the restricted purposes of executive sessions. All members of the governing board of the Charter School shall be residents of Oklahoma and shall meet no less than quarterly in a public meeting within the Sponsor's geographical boundaries.
2. **The Charter School shall comply with the requirements of the Oklahoma Open Records Act.** The Charter School shall comply with all requirements of the Oklahoma Open Records Act, including, but not limited to, having designated individuals to process requests for inspection or copying of records.

3. **The Charter School shall promptly notify the Sponsor if operations cease or there is a change in the location of the facility.** Failure to promptly notify the Sponsor that the Charter School has ceased to provide any of the grades or courses of instruction for which this Charter was granted will be good cause to terminate this Charter.

4. **The Charter School shall comply with all state and local regulations concerning safety of buildings.** Unless otherwise provided in a lease agreed to by the Sponsor, Charter will obtain all needed permits and inspections required of buildings by state and local authorities, and, in particular, all building code and safety regulations for structures housing children.

5. **The Charter School shall have the following administration.** The administration of the Charter School is described in detail in the Application, which also describes the administrative structure, the duties of each administrator, and employment qualifications required to hold the various positions. While the Charter may determine that administrative positions will not be required to hold administrative certificates issued by the State Department of Education, the school leader shall have at least a Bachelor's Degree.

The Charter School will have a governing body, which shall be responsible for the policies and operational decisions of the Charter School. No current, proposed or future member of the governing body will have a felony conviction.

6. **Facility Use Documents.** The Charter School shall have and maintain throughout the term of the Charter a lease agreement, title, or other legal instrument granting to the Charter School the right to occupy and use one or more facilities suitable for use as the Charter School facilities described by the Charter. Such legal instruments may not be made for more than one fiscal year, but may have options to lease in future fiscal years that are not beyond the length of the Charter.

At the time of this Contract's execution, the Charter School has secured the following facilities in which school operations are housed pursuant to a separate written Lease Agreement:

The street address of the facilities serving grades 6-8:
1661 E Virgin Street, Tulsa, OK 74106

The owner of the above facilities and the owner's address:
Tulsa Public Schools, 3027 S New Haven Ave., Tulsa, OK 74114

If applicable, all needed inspections, permits, and licenses required by state and local governments have been obtained.

The facilities will have all smoke detectors as required by state law.

The Charter School will conduct fire drills and any other emergency drills as required by state law.

7. **The Charter School shall conduct safety training for personnel as required by statute.** The Charter School shall conduct required employee safety training.

8. **The Charter School shall provide phone/ data and utility services.** The Charter School shall provide—by agreement or otherwise—phone / data service at the school facility and utility services to properly maintain the school facility in comfort levels compatible with an appropriate learning environment.

9. **The Charter School shall maintain insurance protection.** The Charter School acknowledges and agrees that it has potential liability under the Oklahoma Governmental Tort Claims Act for negligent actions of its employees acting in the scope of their employment and under the federal and state Constitution, statutes, and regulations for actions that violate rights of students, parents, or employees. The Charter School also acknowledges that it may be sued for actions relating to contracts. The Charter School has secured and will maintain throughout the term of this Charter and any extension thereof: (1) liability insurance protection for ALL school operations in amounts equal to or greater than the minimum liability amounts set forth in the Oklahoma Governmental Tort Claims Act; (2) appropriate property and casualty insurance policies providing adequate protection of Charter School property; (3) fleet/liability insurance for any vehicle owned or operated by the Charter School in an amount equal to or greater than the amount required by law; (4) workers' compensation insurance as required by law; and (5) any other insurance which may now or hereafter be required by law. The Charter School will furnish the Sponsor with a copy of any policy of insurance it maintains within five (5) days of the Sponsor's written request for the policy.

10. **The Charter School shall issue employment contracts and conduct background checks.** The Charter School may not enter into an employment contract for the term of this Contract with any teacher or other personnel prior to the approval of this Contract by the Sponsor. The Charter School shall have employment contracts that reference Charter School's personnel handbook, which shall be made available to all employees. The personnel handbook sets forth the Charter School's personnel policies, including, but not limited to, policies related to certification, professional development, evaluation, suspension, dismissal and non-reemployment, sick leave, personal business leave, emergency leave, and family and medical leave. The employment contract or the Personnel Handbook shall also specifically set forth the salary, hours, fringe benefits, and work conditions of the employees.

Upon contracting with an employee, the Charter School shall disclose, in writing, all employment rights of employees in the event the Charter School closes or its Charter is not renewed. The Charter School shall furnish Sponsor with copies of its form employment contracts upon written request.

For all Charter School employees, prospective employees, and substitutes, Charter School agrees to conduct any and all background checks and/or record searches required by statute and/or regulation including, but not limited to, national criminal history record checks, sex offender registry checks, violent offender checks, and any other searches that are required of school districts under federal or state laws, rules, or regulations.

11. **The Charter School shall comply with the Immigration and Reform Control Act.**

The Charter School shall comply with the requirements of the Immigration and Reform Control Act that requires employers to enforce naturalization policies barring the employment of illegal aliens and requires employers to both verify the identity and the employment authorization of all employees through completion of Form 1-9, Immigration and Naturalization Service.

12. **The Charter School shall comply with the Asbestos Hazardous Emergency Response Act.**

The Charter School shall comply with the requirements of federal law to make inspections to identify asbestos materials, take needed responses to control the release of asbestos fibers, compose a management plan on how the school will comply with the regulations, designate a person to carry out these duties, use specially-trained persons to make inspections and conduct periodic control; and notify, educate, and train school employees about the location and hazards of the chemical.

13. **The Charter School shall comply with the Oklahoma Hazard Communication Standard.**

The Charter School recognizes that the Oklahoma Department of Labor has issued regulations pursuant to the Oklahoma Occupational Health & Safety Standards Act designed to protect the health and safety of employees. These regulations require the identification of hazardous chemicals on the work site, and the training of employees about hazardous substances to which they may be exposed on the work site. The Charter School will abide by these regulations.

14. **The Charter School and Sponsor shall comply with laws and regulations listed by the State Department of Education.**

The Charter School and Sponsor will comply with all applicable federal statutes and regulations, state statutes and regulations, and local ordinances and rules; including without limitation those relating to health, safety, civil rights, and insurance listed annually by the State Department of Education for Charter School and public school compliance.

15. **The Charter School shall provide for the disposition of property.** The Charter School shall adopt a rule specifying the method to be used for disposing of real and personal property acquired by the Charter School upon the expiration or termination of the Charter or upon failure of the Charter School to continue operations or when the real or personal property is no longer needed by the Charter School. Any real or personal property purchased by the Charter School at any time with state or local funds shall be retained by the Sponsor, upon the occurrence of any of said events. However, if the Charter School continues operation in the geographical boundaries of the Sponsor under a new charter contract sponsored by another entity authorized under the Oklahoma Charter Schools Act to sponsor charter schools, then any

personal property purchased with state or local funds by the Charter School may be retained by the Charter School for use in operation of the Charter School until termination of the new charter or failure of the charter school to continue operations, at which time all such personal property shall be retained by the Sponsor. On or before January 1 of each year, the Charter School shall maintain a full, detailed and complete inventory of all real and personal property it has purchased with state or local funds on an asset control report. This report shall be provided to Sponsor at the end of each fiscal year.

V. EVALUATIONS AND INSPECTIONS

1. **Evaluations.** The performance of Charter School shall be annually evaluated and assessed as set forth in the attached Performance Framework, which is hereby adopted and incorporated by reference into the Contract as Exhibit A, with its schedule attached as Exhibit B. The annual evaluations may result in additional oversight and corrective actions during the term of the Contract. In addition, the evaluations shall be considered by the Sponsor when making decisions regarding renewal and/or expansion decisions in addition to other factors deemed relevant by the Sponsor and authorized by law.

2. **The Sponsor's representatives shall have the right to make periodic inspections of all aspects of the Charter School's operations.** The Sponsor shall be afforded the opportunity to make scheduled inspections. At Sponsor's sole cost, non-routine inspections may occur at any time. The Sponsor will give the Charter School written notice at least five (5) business days in advance of a non-scheduled, non-routine inspection. The written notice shall include the specific reason that Sponsor deems it necessary to perform a non-routine inspection. The Charter School agrees to cooperate in good faith with the Sponsors representatives making the Sponsor inspections. The purpose of the inspections will be to ascertain that the Charter School is properly fulfilling its obligations under:

- a. The Oklahoma Charter Schools Act;
- b. The Charter School's Mission Statement;
- c. This Contract; and/or
- d. The terms and conditions of the Charter School's Application to the Sponsor.

In the event that the Sponsor's representatives deem that the Charter School is not fulfilling its obligations with respect to any of the foregoing, the Sponsor will give written notice to the Charter School specifying the matters that have resulted in the Sponsor's findings. The Charter School shall have thirty (30) calendar days to correct the non-compliance, except that as to any deficiencies which would reasonably require more than thirty (30) calendar days to correct, the Charter School will not be in default as long as the Charter School is proceeding with due diligence and in good faith to correct the deficiencies. If the Charter School fails to correct the deficiencies within thirty (30) calendar days from the Charter School's receipt of the Sponsor's notice (or such longer time as may be permitted for deficiencies which reasonably cannot be corrected within thirty (30) calendar days under the above exception), the Sponsor may notify the Charter School that it is in default and that the Sponsor is exercising its right to terminate this Contract. However, the thirty (30) days' notice will not be required in the event of a clear

pattern of repeated material deficiencies or material breaches of this Contract or federal or Oklahoma law, in which case the Sponsor may notify the Charter School, in writing, that the Sponsor elects to terminate this Contract immediately.

VI. THIS AGREEMENT

1. **Entire Agreement.** This Contract, including the terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this Contract. The parties have jointly prepared this Contract; accordingly, this Contract shall not be construed more or less favorably with respect to either party. This Contract may not be modified or amended orally, but only by an instrument in writing, duly authorized and executed by the parties to this Contract.

2. **Severability.** If any provision of this Contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

3. **No Waiver of Breach.** No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.

4. **Venue.** Any lawsuit due to, arising under or in connection with this Contract shall only be brought in Tulsa County District Court or, where federal jurisdiction exists, the United States District for the Northern District of Oklahoma. The parties hereby consent to jurisdiction and venue in both the District Court of Tulsa County, Oklahoma and the United States District Court for the Northern District of Oklahoma for all purposes.

5. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Oklahoma to be applied.

6. **Authority.** The persons signing this instrument represent that they are duly authorized to execute this instrument on behalf of the respective parties and that this instrument has been duly and legally approved and adopted by the respective parties.

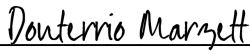
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 1
OF TULSA COUNTY, OKLAHOMA

KIPP TULSA COLLEGE PREPARATORY,
INC.

By:  _____

Susan Lamkin
President, Board of Education

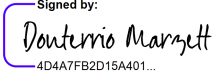
Signed by:
By:  _____
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Name Donterrio Marzett
Title superintendent

Exhibit A: Tulsa Public Schools Charter Performance Framework

Exhibit B: Charter Performance Framework Submission Schedule



Certificate Of Completion		
Envelope Id: 77A94225-E198-84EA-8287-843B131B3525		Status: Completed
Subject: Here is your signed document: KIPP College Prep Charter Contract 2026-2029 (6998c63808) (version 2).		
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Electronic Record and Signature Disclosure: Accepted: 7/20/2022 9:43:04 AM ID: 50048312-7791-4b64-b503-6bc9164c0341		
In Person Signer Events	Signature	Timestamp
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Witness Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2026 12:12:31 PM
Certified Delivered	Security Checked	6/30/2026 12:12:40 PM
Signing Complete	Security Checked	6/30/2026 12:22:40 PM
Completed	Security Checked	6/30/2026 12:22:42 PM
Payment Events	Status	Timestamps
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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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Tulsa Public Schools Charter Performance Framework

Technical Guide to Measures, Methods, and Application

Updated June 2026



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Charter Performance Framework: Tulsa Public Schools

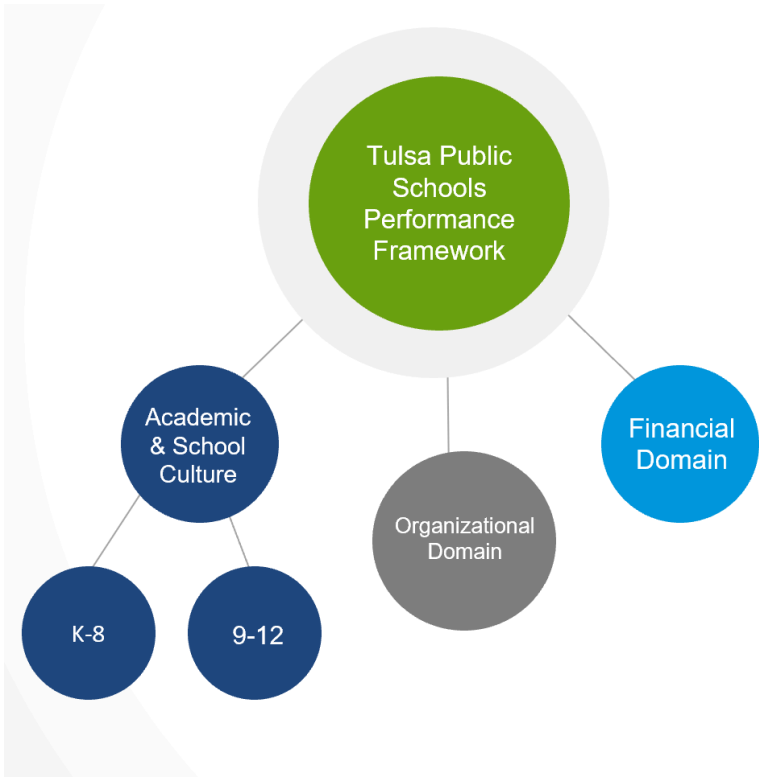
Introduction to the Performance Framework

The Performance Framework (PF) outlines Tulsa Public Schools’ process of evaluating and publicly reporting the performance of the public charter schools under its authority. A well-designed and fully-described PF establishes clear and transparent evaluation criteria for schools and the authorizer. Our goals as authorizers focus on:

- Maintaining high standards for schools
- Upholding school autonomy
- Protecting students and public interests

The most important function of a charter performance framework for authorizers is understanding charter performance and informing decisions related to renewal, non-renewal, expansion, and interventions. School leaders, board and staff, parents, and other community stakeholders can also use the performance framework to understand school performance.

Tulsa Public Schools’ PF includes three domains: an academic and school culture domain, an organizational domain, and a financial domain. Evaluations in all three domains combine to render both discrete and aggregate information about school performance.



Each public charter school is measured by Tulsa Public Schools' Performance Framework. Tulsa-authorized charter schools will receive a Performance Framework-driven report for each unit that is operating under separate charter contracts. For example, if a charter school:

- Has two campuses covered under a single contract, the school will receive **one** PF-driven assessment and report;
- Has one campus serving PK-12 with separate contracts for PK-8 and 9-12, the school will receive **two** PF-driven assessments and reports;
- Serves PK-8 students under a single contract, the school will receive **one** PF-driven assessment and report that includes academic domain ratings separated by K-5 and 6-8.

Terminology Used in this Framework

This evaluation framework includes (1) domains, (2) categories, (3) measures, and (4) metrics.

Domains are the three large categories of evaluation: academic and culture, financial, and organizational. All routine and formal evaluation conducted by Tulsa Public Schools falls into one of these three domains.

Categories are groups of measures such as “proficiency,” “student progress,” or “school environment.” Categories of measures comprise a domain.

Measures are the specific instruments or means to assess performance in each category. Each category contains one or more specific measures, such as “NWEA-MAP ELA growth” or “school re-enrollment rate.”

Metrics are the calculation method or formula for a given measure.

Summary of Categories within each Domain

Academic and School Culture Domain

- (1) *Student progress* as measured by the percentage of students meeting individual growth targets using nationally-normed growth calculations.
- (2) *Student proficiency* for K-8 as measured by appropriate, criterion-referenced large-scale assessment instruments.
- (3) For high school only, *post-secondary success* as measured by students meeting national college-ready standards on a criterion-referenced, large-scale assessment instrument and graduation rates.
- (4) *School environment* as measured by sources that tell a picture of school health for students and adults beyond academic outcomes. This includes re-enrollment rates and school survey data.

- (5) *Mission-specific measures* signal the degree to which the charter is meeting its stated mission.

Not all schools are required to include a mission-specific goal, and those that opt-out will have their total eligible points adjusted downward by 5 points to hold them harmless. When a school chooses to include a mission-specific goal in the academic and school culture domain, the school will also negotiate a performance display range with Tulsa Public Schools. Schools can apply to display a mission specific goal through an annual submission detailed in Attachment 4.

The financial domain categories are:

- (1) *Near-term financial health*, which indicates the school's financial position and viability for the current year.
- (2) *Long-term financial health*, which indicates the school's financial position and viability over time.
- (3) *Financial operations and oversight*, which indicates the school's ability to manage and oversee finances well.

The organizational domain categories are:

- (1) *Governing in the public interest*, which assesses the board's compliance with basic governance requirements and its ability to fulfill the management duties.
- (2) *Creating great places to work*, which assesses the health of the school's staffing practices.
- (3) *Supporting students*, which assesses compliance on the protection of student rights.
- (4) *Delivering the educational program*, which assesses the school's adherence to the charter and fulfilling responsibilities to students with disabilities and English language learners.
- (5) *Creating a safe and positive learning environment*, which assesses the school's adherence to building and safety laws and standards.

Technical Considerations

No Data Are Available

Tulsa Public Schools will not report the results when no data are available for the campus due to issues beyond the school's control. Examples include COVID-related testing disruptions and errors or delays in results coming from the testing company. In the event that no data is available, the points associated with that measure are removed and the total possible points are adjusted. For example, a first-year school does not have a re-enrollment rate. In this case, the re-enrollment rate is not applicable, and the total score is out of 90 points instead of 100.

In the event that no data is available due to charter school failure, Tulsa Public Schools will report results as zero and the measure will be included in the calculation of total points possible in the PF. Examples include failure to collect data and failure to administer assessments during required testing windows or under required testing conditions.

Minimum Cohort Sizes

TPS will not report results when fewer than 10 students are included in a measure. The points associated with that measure will be removed from the total points possible.

Other than following the exclusion/exemption guidelines set forth in Attachment 5: Strong Readers Act and Multilingual Learner Testing Exemptions / Exclusions, minimum student population testing should not fall below 90% for any demographic or subgroup.

Rounding

All final data and metrics are rounded to the nearest tenth. TPS makes every effort to retain the data it receives until final results are presented. Data is stored to the number of digits originally provided by the publisher, school, or LEA and all rates and percent of points earned are rounded only at the display stage. The points earned on a measure are calculated from the unrounded rates and then rounded to the nearest tenth prior to calculating a school's overall PF score.

The Academic and School Culture Domain

Point-Earning in the Academic Domain

The academic domain offers 100 possible points that can be earned based on performance across different measures. Each measure has a "points possible," which is the maximum possible points that can be awarded for that measure. Each measure also has an established floor and target that are used to allocate points.

The floor determines the minimum value for which any points are awarded. Schools do not receive points for performance that falls at or below the floor. For example, if the re-enrollment floor were 65.0%, a school where 65.0% or fewer of its students re-enroll would not receive any points for the measure.

The target determines the value at which the maximum points for a common measure are awarded. Schools do not receive additional points for values that are above the target. For example, if the target for re-enrollment is 90.0%, a school where 95.0% of its students re-enroll would receive the full amount of points available for the measure, but no more.

Depending on the school's score on each measure and its position between the floor and target, it will receive incrementally more points the higher the score. For example, if the floor for re-enrollment was 65.0% and the target was 90.0%, a school that earned a 77.5% re-enrollment rate would receive exactly half of the total amount of possible points because its score fell halfway between the floor and the target.

In most cases, schools will earn a portion of 100 possible points. Their score is calculated by taking the sum of the points earned by the school for all of the measures for which it was eligible and dividing it by the maximum possible score that could have been earned by the school. For example, a school might earn 67 of 100 possible points, generating an academic domain score of 67.

In some cases, schools might not be eligible for a score calculation for every measure. In this case, the school's total earned points will be presented compared to all *eligible* points. For example, a school that earned 60 points but was only eligible to earn 80 possible points would earn an academic and culture domain score of 60/80, or 75.

A school must be eligible for a minimum of 50 points possible on the PF score for the score to be displayed. If a school is not eligible for at least 50 possible points (for example, a high school opening with only grade 9 or an early childhood campus only opening with PK grades but growing into an elementary school), the rates for each measure will be displayed but an overall score will not be calculated or displayed.

The floors and targets for elementary and middle school grade spans are set according to the criteria above for all measures using NWEA MAP data. High school grade span floors and targets are set using PreACT and ACT scores. The percentages can change once spring testing has been administered and applied for the next academic year. This framework was created based on data from Spring 2022, and updated periodically as detailed below. Tulsa Public Schools reserves the right to recalculate district performance, percentiles, floors and targets, and academic domain cut scores every two years. Changes must be made for the *subsequent academic year*. If Tulsa Public Schools chooses to make changes, they must:

1. Provide the charter sector with the changes and a rationale 60 days prior to putting any changes into effect;
2. Provide the charter sector the opportunity to comment on the proposed changes; and
3. Update and re-distribute this document.

Determining Performance Tiers through the Academic and Culture Domain

The academic and culture domain scores are used to establish the highest possible tier rating for which the school is eligible. Tiers are calculated based on the total number of points earned for the PK-8 PF or the HS PF.

Tulsa Public Schools' performance framework uses a 100-point scale. Schools will be identified as Tier 1, Tier 2, or Tier 3 based first and primarily on the school's performance in the academic and culture domain. The following cut scores determine preliminary tier rating for the 2026-2027 and 2027-2028 years. Thereafter, the district will update the scores to reflect real changes in student performance. Please see attachment 1 for more information about how tiers and cut scores are set.

1. Schools with Tier 1 status earn at least 75 of the possible points.
2. Schools with Tier 2 status earn 33 to 74.9 of the possible points.
3. Schools with Tier 3 status earn less than 33 of the possible points.

The organizational and financial domains contribute to an overall picture of school health, but cannot increase or decrease the overall points earned.

Schools serving multiple grade spans

Charter schools that serve grades that span K-8 and 9-12 *under a single contract* will receive two 100 point scores for the academic domain. The two separate scores reflect the differences in measures and metrics at different grade levels. The two academic domain scores will be averaged together to provide a combined total. The financial and organizational domains will be calculated and reported on in aggregate.

How Tulsa Public Schools Uses the Tiers

Tulsa Public Schools uses the tiers to make recommendations about charter renewal, expansion, and termination decisions. Schools earning fewer points are monitored more closely than those that are high point-earning.

Tier 1

Tier 1 designates charters that meet or exceed Tulsa's authorizing standards. Tier 1 charter schools will be publicly recognized for their performance by Tulsa Public Schools. Tier 1 are generally eligible for five-year renewals and, when requested and appropriate, expansion. Schools earning a Tier 1 rating for four consecutive years can apply to receive a charter renewal for the longest term allowable under state law.

Tier 2

Mid-performing Tier 2 campuses are generally eligible for renewal at a term of at least three years.

Lower performing Tier 2 schools are often not achieving their charter goals and student academic achievement expectations as set forth in their charter. Not achieving a school's charter goals puts the school at risk of non-renewal. In this situation, Tulsa Public Schools authorizing staff will generally meet with the school leader(s) and board members to review the school's performance.

Tier 3

If a campus earns a Tier 3 status, it is likely failing to meet its charter goals and the student academic achievement expectations as set forth in its charter. Tulsa Public Schools authorizing staff will conduct a site visit during the following school year and meet with the school leader(s) and board members. Tier 3 schools may face non-renewal and, in some cases, charter termination.

Schools that are candidates for termination as a result of their Tier 3 status undergo a high-stakes review immediately to gather qualitative and quantitative evidence to determine whether the school has met its charter goals and is otherwise compliant with district expectations.

See Attachment 2 for detailed tables that combine the performance across the academic, organizational, and financial domain to produce a tiered rating.

Renewal and Annual Reporting Cycle

- Annual reporting occurs in Spring (April/May) of each year of the contract term following the academic year. (For example FY26 Annual Report is completed in April 2027.)
 - Academic data from schools is typically available July/August after the conclusion of the fiscal year.
 - Financial data relies heavily on the annual audit, which is provided March 30 of the following fiscal year.
 - Charters will have 30 days from the date the draft annual report is provided to review the report for accuracy and bring any concerns to the attention of authorizing staff via email. If no concerns are shared within the 30 day review period, the annual report becomes final.
- A Preliminary report will include all data available in the summer following the academic year. (School year 25-26 preliminary report will be provided by September 15 of 2026.)
 - A complete academic framework picture should be available for PK-8, and mostly available for 9-12.
 - Organizational reporting will be incomplete until the accreditation report is provided.
 - Financial data drawn from year-end school reported financials will be available in August.
 - Charters will have 30 days from the date the draft preliminary report is provided to review the report for accuracy and bring any concerns to the attention of authorizing staff via email. If no concerns are shared within the 30 day review period, the annual report becomes final.
 - In a renewal year, defined as the last year of the charter contract, charters agree to a condensed timeline that begins on the date they submit the year end (Q4) financials and concludes with the end of the charter review period, no later than 17 days prior to the first TPS October board meeting. The authorizer will provide the Preliminary Annual Report as soon as possible, but reserves ten days after receipt of the year end financials to provide the Preliminary Annual Report for charter review.
- The final year of the previous contract is included in the data and reporting for the new contract, for example (see Attachment 3 for table):

Five year contract term example: July 1, 2022 - June 30, 2027.

- Renewal decision is based on 5 years worth of data: FY22 (from previous term), FY23, FY24, FY25, FY26 (partial.)

PK-8 Academic and School Culture Domain

This overarching framework covers all school campuses with pre-kindergarten through grade 8. Floors and targets for NWEA MAP measures are set separately for K-5 and 6-8 grade spans.

Categories

Tulsa Public Schools will use four categories to measure academic performance for all schools serving grades PK-8:

(1) Student Progress: This category includes measures that capture student academic growth in English language arts and math from fall-to-spring on a standardized assessment. Every tested student is included in this category.

(2) Student Achievement: This category includes measures that capture student academic achievement in English language arts and math in any given year or years. It is generally described as “percentage of students scoring” at a grade-level standard. Every tested student in grades K through 8 is included in this category.

(3) School Environment: This category includes measures that capture a school’s climate such as re-enrollment rate and school survey data.

(4) Mission Specific Goal: This optional category includes one school-specific measure.

These four core categories of academic performance apply to every school serving grades K-8, with different points assigned to the categories depending on the grade span of the school.

Student achievement is not applicable for pre-kindergarteners.

Point Earning Summary for the K-8 Academic and Culture Domain

Category	Measure	Possible Points	Floor percentile	Target percentile
Student Progress: grades K-8: 50 total possible points	ELA NWEA-MAP growth	15	25%	75%
	Math NWEA-MAP growth	15	25%	75%
	NWEA-MAP growth - subpopulation	10	25%	75%
	NWEA-MAP growth - subpopulation	10	25%	75%
Student Achievement: 35 possible possible points	NWEA-MAP 50% percentile ELA	12.5	25%	75%
	NWEA-MAP 50% percentile math	12.5	25%	75%
	Subpopulation achievement - ELA	5	25%	75%
	Subpopulation achievement - Math	5	25%	75%
School Environment: 10 possible points	Re-enrollment	5	65%	90%
	School Climate survey	5	Binary measure: Met = 5 points Missed = 0 points	
Mission specific measure	To be determined by the school and approved by Tulsa Public Schools	5	Binary measure: Met = 5 points Missed = 0 points	
Total Points Possible		100		

Tulsa Public Schools is responsible for providing all authorized charter schools with an updated simulation file that includes the values associated with the floors and targets. This simulator must make the underlying calculation method transparent and provide the charter with the ability to explore their performance within the 100 point-earning system.

PK-8 Academic and Culture Domain: Data Sources and Methodology

<i>Student Progress</i>				
This measure is worth a maximum of 30 points: 15 for ELA and 15 for math. - For the 2026-2027 and 2027-2028 years in K-5, the math floor for this measure is 49.4 and the target is 59.2; the ELA floor for this measure is 49.7 and the target is 61.4. - For the 2026-2027 and 2027-2028 years in 6-8, the math floor for this measure is 37.7 and the target is 43.8; the ELA floor for this measure is 41.4 and the target is 48.4.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Progress	School median growth for grades K-8 for ELA and Math	Growth measure that tells how much change or growth there has been in student performance from year to year.	Score as provided by NWEA-MAP and validated by schools. <i>Components</i> Median Growth Percentile Score is calculated by identifying the median of individual students reaching their growth targets. - The N-size must be at least 10 for each year. If the most current year has an n-size of 10 or greater but the year prior does not, only the current year will be included in the measure. <i>Methodology</i> - The percentage of TPS students who have met their growth targets between the Fall and Spring administrations in the same academic year is calculated for school sites (excludes early childhood, alternative, virtual, and criterion magnet sites) - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Only students who have valid Fall and Spring scores are included in the calculation	A measure of student progress that compares changes in a student's scores to other students with similar score performance profiles. It tells how much change or growth there has been in performance from year to year.

Student Progress				
This measure is worth a maximum of 20 points: 10 for ELA and 10 for math. - For the 2026-2027 and 2027-2028 years in K-5, the math floor for this measure is 49.1 and the target is 58.1; the ELA floor for this measure is 49.1 and the target is 59.8. - For the 2026-2027 and 2027-2028 years in 6-8, the math floor for this measure is 37.6 and the target is 43.7; the ELA floor for this measure is 40.6 and the target is 48.1.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Progress	NWEA-MAP Growth - gap measure for ELA and Math	Comparative growth measure for student subpopulations	<i>Methodology</i> - The percentage of TPS ELL and/or ESS and/or Economically Disadvantaged students who have met their growth targets between the Fall and Spring administrations in the same academic year is calculated for non-alternative and non-magnet school sites - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Only students who have valid Fall and Spring scores are included in the calculation - The N-size must be at least 10 for each subgroup. Only subgroups with at least 10 will be reported. If the most current year has an n-size of 10 or greater but the year prior does not, only the current year will be included in the measure.	A measure of student progress that helps us understand whether a charter school is helping students grow at an equitable pace that will eventually lead to proficiency and reduced achievement gaps

Student Proficiency				
This measure is worth a maximum of 25 points: 12.5 for ELA and 12.5 for math. - For the 2026-2027 and 2027-2028 years in K-5, the math floor for this measure is 30.1 and the target is 49.0; the ELA floor for this measure is 32.2 and the target is 47.4. - For the 2026-2027 and 2027-2028 years in 6-8, the math floor for this measure is 11.9 and the target is 15.7; the ELA floor for this measure is 21.2 and the target is 31.7.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Proficiency	NWEA-MAP, ELA and Math	Percentage of students scoring at or above the 50% percentile	Score as provided by NWEA-MAP and validated by schools <i>Methodology</i> - The percentage of TPS students who have scored at or above the 50th percentile based on NWEA national norms at the Spring administration is calculated for non-alternative and non-magnet school sites - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Only students who have a valid Spring score are included in the calculation	This category shows the percentage of students performing above the national median

Student Proficiency

This measure is worth a maximum of 10 points: 5 for ELA and 5 for math.

- For the 2026-2027 and 2027-2028 years in K-5, the math floor for this measure is 29.2 and the target is 47.1; the ELA floor for this measure is 31.0 and the target is 45.3.
- For the 2026-2027 and 2027-2028 years in 6-8, the math floor for this measure is 11.7 and the target is 14.4; the ELA floor for this measure is 20.7 and the target is 30.0.

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Subgroup Proficiency	NWEA-MAP, ELA and Math	Comparative student achievement measure for student subpopulations	<i>Methodology</i> • The percentage of TPS ELL and/or ESS and/or Economically Disadvantaged students who have scored at or above the 50th percentile based on NWEA national norms at the Spring administration is calculated for non-alternative and non-magnet school sites • Each school is ranked based on the percentage from lowest to highest • The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools • The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools • Only students who have a valid Spring score are included in the calculation • The N-size must be at least 10 for each subgroup. Only subgroups with at least 10 will be reported	A measure of student progress that helps us understand whether a charter school is helping students grow at an equitable pace that will eventually lead to proficiency and reduced achievement gaps

School Environment				
This measure is worth a maximum of 5 points. For the 2026-2027 and 2027-2028 years, the floor will be 65% and the target will be 90%.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
School Environment	Re-enrollment	Re-enrollment percentage of students enrolled consecutive years	Components Fall Enrollment Audit for current and previous year, First Quarter Statistical review for previous year, Letter from Charter School Leader Metric Number of students present for current year enrollment audit that were also enrolled at the time of the prior year enrollment audit /ADM from prior year FQSR excluding the exiting year x 100 The Charter School Leader reports by grade span the percentage of students re-enrolling using the Fall Enrollment Audit from previous year and current year to determine the percentage of students from the previous year that are currently enrolled.	Used to assess student and guardian satisfaction and dropout rate.

School Environment

This measure is worth a maximum of 5 points.

It is a binary measure and schools will earn full points if they meet their target. They will receive zero points if they miss their target.

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
School Environment	Charter sector-wide school survey	A survey developed by the sector to assess and report and school health	Annually in the Spring, a common third party will administer a survey of guardians. Data will be compiled by the third party and delivered to TPS no later than June 30 of each year for each group surveyed. TPS and Charters will agree on metrics that will be published in the compliance tracker. Any changes will be made annually before August 30.	School community health is a factor in charter success and a focus of each school within their applications.

Mission-Specific Measure

This measure is worth a maximum of 5 points.

It is a binary measure and schools will earn full points if they meet their target. They will receive zero points if they miss their target.

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Mission-specific measure	School approved Mission Specific Goal (MSG)	The Mission Specific Goal measures a specific commitment of the LEA to the school.	This measure is optional. For a school to include a MSG on the PK-8 PF, the charter must submit an application to TPS for review and approval. Applicants must submit the completed application to TPS by January 30 to be included for the following year's PF. The goal will continue to be displayed for each grade span until the charter submits a new application or reports the measurement is no longer available. Mission Specific data are provided by school and validated by TPS when possible.	Charter schools are awarded charters based on the innovation of their program. This display option allows schools the option to show the results of their MSG to all stakeholders.

9-12 Academic and Culture Domain

This framework will be used as a common accountability measure for all high school campuses. The High School PF covers grades 9 through 12. A school must have at least a grade 10 to be evaluated using the high school framework.

If a high school does not contain the grade for which a common measure applies, the points associated with that measure are removed and the total possible points available are adjusted.

Categories

TPS will use four categories to measure academic performance for all schools serving grades 9-12:

(1) Student Progress: This category includes measures that capture student academic growth in English language arts and math on the state assessment from spring to spring.

(2) College and Career Readiness: This category includes measures that capture critical achievement and preparation for college and career readiness.

(3) School Environment: This category includes measures that capture a school's climate using measures including re-enrollment rate and school survey data.

(4) Mission Specific Goal: This optional category includes one school-specific measure.

These four core categories of academic performance apply to every school ending in grades 9-12, with different points assigned to the categories depending on the grade span of the school.

Point Earning Summary for the 9-12 Academic and Culture Domain

Each measure has specific approved points, which describe how much the measure will impact the overall score.

Category	Measure	Possible Points	Floor	Target
Student Progress: 45 possible points	ACT growth, Math	12.5	25%	75%
	ACT growth, ELA	12.5	25%	75%
	ACT subpopulation growth, ELA	10	25%	75%
	ACT subpopulation growth, Math	10	25%	75%
College and Career Readiness Measures: 40 possible points	Four-Year Graduation Rate	10	25%	75%
	ACT college readiness - ELA	10	25%	75%
	ACT college readiness - Math	10	25%	75%
	Subpopulation college readiness - ELA	5	25%	75%
	Subpopulation college readiness - MATH	5	25%	75%
School Environment: 10 possible points	Re-Enrollment	5	65%	90%
	School Climate Survey	5	Binary measure: Met = 5 points Missed = 0 points	
Mission specific measure	To be determined by the school and approved by Tulsa Public Schools	5	Binary measure: Met = 5 points Missed = 0 points	
Total Points Possible		100		

Tulsa Public Schools is responsible for providing all authorized charter schools with an updated simulation file that includes the values associated with the floors and targets. This simulator must make the underlying calculation method transparent and provide the charter with the ability to explore their performance within the 100 point-earning system.

9-12 Academic and Culture Domain; Data Sources and Methodology: Student Progress

<i>Student Progress</i>				
This measure is worth a maximum of 25 points: 12.5 for ELA and 12.5 for math. For the 2026-2027 and 2027-2028 years, the math floor for this measure is 39.4 and the target is 44.3; the ELA floor for this measure is 39.6 and the target is 56.2.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Progress	School median growth for grades 10-11	Growth measure that tells how much change or growth there has been in student performance from year to year.	<i>Methodology</i> • The percentage of TPS students who took the district-administered PSAT in 10th grade who meet or exceed their projected growth on the ACT in 11th grade is calculated for non-alternative and non-criteria magnet high school sites • Each school is ranked based on the percentage from lowest to highest • The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools • The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools • This will be compared to the percentage of charter school students who took the Pre-ACT in 10th grade who meet or exceed their projected score on the ACT in 11th grade. • Only the Math, English, and Reading sections will be used. • In accordance with the State Department of Education's practices, the English and Reading subsection scores of the ACT will be combined for a maximum subsection score of 72.	A measure of student progress that compares changes in a students' scores to other students with similar score performance profiles. It tells how much change or growth there has been in performance from year to year.

Student Progress				
This measure is worth a maximum of 20 points: 10 for ELA and 10 for math. For the 2026-2027 and 2027-2028 years, the math floor for this measure is 37.8 and the target is 43.7; the ELA floor for this measure is 38.9 and the target is 55.0.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Progress	ACT testing suite comparative growth measure	Comparative growth measure for student subpopulations	Score as provided through ACT scoring services. <i>Methodology</i> - The percentage of ELL and/or ESS and/or Economically Disadvantaged TPS students who took the district-administered PreACT in 10th grade who meet or exceed their projected growth on the ACT in 11th grade is calculated for non-alternative and non-criteria magnet high school sites - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - This will be compared to the percentage of ELL and/or ESS and/or Economically Disadvantaged charter school students who took the Pre-ACT in 10th grade who meet or exceed their projected score on the ACT in 11th grade. - Only the Math, English, and Reading sections will be used. - In accordance with the State Department of Education's practices, the English and Reading subsection scores of the ACT will	A measure of student progress that helps us understand whether a charter school is helping students grow at an equitable pace that will eventually lead to proficiency and reduced achievement gaps

			be combined for a maximum subsection score of 72. The N-size must be at least 10 for each subgroup. Only subgroups with at least 10 will be reported	
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College and Career Readiness				
This measure is worth a maximum of 10 points. For the 2026-2027 and 2027-2028 years, the floor for this measure is 58.9 and the target is 74.4.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
College and Career Readiness	4-year graduation rate	Description of graduation rate defined by a 4-year cohort	Methodology - The graduation rate at non-alternative and non-criteria magnet high schools is calculated using state-certified results - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Results are often delayed, so the rate used will be 1 year behind.	This measure expresses the degree to which the school supports students in successfully completing graduation requirements.

College and Career Readiness				
This measure is worth a maximum of 20 points: 10 for ELA and 10 for math. For the 2026-2027 and 2027-2028 years, the math floor for this measure is 1.1 and the target is 5.7. For the 2026-2027 and 2027-2028 years, the ELA floor for this measure is 9.8 and the target is 17.8.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
College and Career Readiness	ACT	College readiness, ELA and Math	Methodology - The percentage of TPS students who took the district-administered ACT scoring at or above the college, career, readiness benchmark (21 in Math and 37 in combined English and Reading sections) in 11th grade according to the State Department of Education is calculated for non-alternative and non-criteria magnet high school sites - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Only the Math, English, and Reading sections will be used. - In accordance with the State Department of Education's practices, the English and Reading subsection scores of the ACT will be combined for a maximum subsection score of 72. - Testing will be administered in accordance with the PreACT and ACT test coordinators handbook.	This measure expresses the degree to which the school is preparing students for the academic expectations they will face in college.

College and Career Readiness				
This measure is worth a maximum of 10 points: 5 for ELA and 5 for math. For the 2026-2027 and 2027-2028 years, the math floor for this measure is 0.9 and the target is 4.7. For the 2026-2027 and 2027-2028 years, the ELA floor for this measure is 8.8 and the target is 16.5.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
College and Career Readiness	ACT	Comparative college readiness measure for student subpopulations	<i>Methodology</i> - The percentage of ELL and/or ESS and/or Economically Disadvantaged TPS students who took the district-administered ACT scoring at or above the college, career, readiness benchmark (21 in Math and 37 in combined English and Reading sections) in 11th grade is calculated for non-alternative and non-criteria magnet high school sites - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Only the Math, English, and Reading sections will be used. - In accordance with the State Department of Education's practices, the English and Reading subsection scores of the ACT will be combined for a maximum subsection score of 72. - The N-size must be at least 10 for each subgroup. Only subgroups with at least 10 will be reported	A measure of student progress that helps us understand whether a charter school is helping students grow at an equitable pace that will eventually lead to proficiency and reduced achievement gaps

School Environment				
This measure is worth a maximum of 5 points. For the 2026-2027 and 2027-2028 years, the floor will be 65% and the target will be 90%.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
School Environment	Re-enrollment	Re-enrollment percentage of students enrolled consecutive years	Components Fall Enrollment Audit for current and previous year, First Quarter Statistical Review for previous year, Letter from Charter School Leader Metric Number of students present for current year enrollment audit that were also enrolled at the time of the prior year enrollment audit/ADM from Prior year FQSR minus the exiting year x 100 Charter School Leader reports percentage of students re-enrolling using the Fall Enrollment Audit from previous year and current year to determine the percentage of students from the previous year that are currently enrolled.	Used to assess student and guardian satisfaction and dropout rate.

School Environment

This measure is worth a maximum of 5 points.

It is a binary measure and schools will earn full points if they meet their target. They will receive zero points if they miss their target.

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
School Environment	Charter sector-wide school survey	A survey developed by the sector to assess and report and school health	Annually in the Spring, a common third party will administer a survey of guardians. Data will be compiled by the third party and delivered to TPS no later than June 30 of each year for each group surveyed. TPS and Charters will agree on metrics that will be published in the compliance tracker. Any changes will be made annually before August 30.	School community health is a factor in charter success and a focus of each school within their applications.

Mission-Specific Measure

This measure is worth a maximum of 5 points.

It is a binary measure and schools will earn full points if they meet their target. They will receive zero points if they miss their target.

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Mission-specific measure	School approved Mission Specific Goal (MSG)	The Mission Specific Goal measures a specific commitment of the LEA to the school.	This measure is optional. For a school to include a MSG on the 9-12 PF, the charter must submit an application to TPS for review and approval. Applicants must submit the completed application to TPS by January 30 to be included for the following year's PF. The goal will continue to be displayed for this grade span until the charter submits a new application or reports that the measurement is no longer available. Mission Specific data are provided by school and validated by TPS when possible.	Charter schools are awarded charters based on the innovation of their program. This display option allows schools the option to show the results of their MSG to all stakeholders.

Financial Domain

Charter financial health is an indicator of the school's ability to provide quality instruction and safety for the students and staff. This domain includes categories that create an overall picture of the ability of a school to meet debt obligations, the goals set forth in their charter, grow their program, and the capacity of the board to monitor finances. An explanation of how a school's performance on Financial Measures affects their tier can be found on page 5, with further details in Attachment 2.

Financial Performance Categories

The charter financial performance domain contains three categories to demonstrate overall financial health. Within each category are measures that are scored with Meets Standard or Falls Below Standard, with some containing a possible score of Approaches Standard. A comprehensive look at each measure's metrics and scoring can be found beginning on p. 29, under Data Sources and Methodologies for Financial Measures.

Near-term financial health

This section of the financial framework is designed to depict the school's financial position and viability in the upcoming year. Schools meeting the standards demonstrate a low risk of financial distress in the coming year. Schools that fail to meet one or more of the standards may currently be experiencing financial difficulties and/or are at higher risk for financial hardship in the near term. These schools may require additional review and immediate intervention on the part of the authorizer.

Measures include: Current Ratio, Unrestricted Days Cash

Long-term financial health

This section of the financial framework is designed to depict a school's financial position and viability over time. Schools that meet the desired standards demonstrate a lower risk of financial distress in the future. Schools that fail to meet the standards may be at higher risk for financial hardship in the future.

Measures include: Total Margin and Aggregated Three-Year Total Margin, Fund Balance, and Enrollment Stability

Financial Management and Oversight

This section of the financial framework is designed to depict a school's ability to manage and oversee its finances well. Authorizers have a responsibility to protect the public's interest and must annually evaluate and monitor on a regular basis the extent to which the school is responsibly managing and overseeing its finances including the willingness and ability to make timely adjustments, use financial forecasting and the ability to submit financial reporting as required. Schools that meet the desired standards demonstrate a lower risk of financial distress. Schools that fail to meet the standards may be at higher risk for financial hardship in the near future and can have a lasting effect.

Measures include: Annual Financial Audit and Financial Capacity

Implementation Recommendation on Financial Domain

- A school's performance on the framework annually informs authorizer oversight activities, i.e., a school that has strong performance on the framework has standard oversight; a school with concerns on the framework may warrant additional oversight and expanded document requests (see Attachment 4);
- While performance on the framework annually matters on the near-term and sustainability indicators and should be reported, performance in the final year on these indicators is most important in terms of renewal decisions. They most clearly answer the questions around the school's current financial health and sustainability at the time of renewal.
 - Performance on the financial management and oversight indicator should be looked at in terms of trends and ongoing performance to answer the question of whether this school has the capacity to effectively manage and oversee public funds.

Data Sources and Methodology for Financial Measures

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Near-term financial health	Current Ratio	Determine if school Meets Standard using Quarter 4 financial report, audit	Metric Current Assets/Current Liabilities Meets standard: 1.1 or greater Approaches standard: greater than or equal to .9 and less than 1.1 Falls below standard: less than .9 The current ratio in the annual report is populated using the quarter 4 financial report, and as it becomes available, adjusted to reflect the numbers in the independent audit.	Is the school meeting its financial obligations?
Near-term financial health	Unrestricted days cash	Determine if school Meets Standard using Quarter 4 financial report, audit	Metric Unrestricted cash/[total expenses/365] Meets Standard: 60 days or 30-60 days with one year positive trend Approaches standard: 15-30 days or 30-60 days with one year negative trend Falls below standard: Fewer than 15 days cash Unrestricted days cash is populated in the annual report using the quarter 4 financial statement and updated the following year as the financial audit becomes available. In FY23, any trends will be assessed using FY22 audit information.	Does the school have the cash available to fund operations?
Long-term financial health	Total Margin and Aggregated Three-Year Total Margin	Determine if school Meets Standard using Quarter 4 financial report, audit	Metric Total margin: Net income/total revenue Aggregated three year total margin: total 3 year average net income/total 3 year average total revenue Meets standard: Aggregated 3 year total margin ratio is positive, and most recent year total margin is positive, or aggregated 3 year total margin ratio is greater than -1.5%, the trend is positive for the last two years and the most recent year total margin is positive Falls below standard: Aggregated 3 year total margin is greater than -1.5% but trend does not meet standard	Is the school living within its available resources, therefore, not needing to use fund balance to operate?

			Total margin and aggregated three year margin are populated using the quarter 4 financial statements and updated the following year as the financial audit becomes available. In FY23, any trends will be assessed using FY22 audit information.	
Long-term financial health	Fund Balance	Determine if school Meets Standard using the annual audit	Fund balance/Operating Expenses Meets standard: Greater than or equal to 16.67 of total annual operating expenses (representing 2 months) Approaches standard: Greater than 8.33% and less than 16.67% of total annual operating expenses Falls below standard: Less than or equal to 8.33% of annual operating expenses Fund balance is pulled directly from the audit and will be populated in the annual report as it's made available.	Does the school have sufficient reserves on hand to serve as a cushion for unexpected situations or to help fuel growth or investment in new programs?
Long-term financial health	Enrollment stability	Determine if the school Meets Standard using the Certified October 1 Student Count data for current and previous 4 years.	Metric Current year enrollment $\geq$ 95% of Enrollment 5 years ago and Current Year Enrollment $\geq$ 95% of Previous Year Enrollment Meets standard: Current year actual enrollment is $\geq$ 95% of enrollment 5 years ago, and current year actual enrollment is $\geq$ 95% of previous year enrollment Approaches standard: Current year actual enrollment is $\geq$ 95% of enrollment 5 years ago, <u>or</u> current year actual enrollment is $\geq$ 95% of previous year enrollment Falls below standard: Current year actual enrollment is less than 95% of enrollment 5 years ago, or Current year actual enrollment is less than 95% of previous year enrollment Enrollment stability will be determined using the certified October 1 student count numbers for each year.	Is the school's enrollment trend stable?
Fiscal management and oversight	Annual financial audit	Determine if school Meets Standard using annual financial audit	Meets standard: Audit includes: • an unqualified/unmodified opinion • no material weaknesses or significant deficiencies • no repeat findings Falls below standard: Audit includes any one of the following: • a qualified audit opinion • significant finding and condition, a material weakness, or a significant internal control weakness	Is the school's audit of the financial statements satisfactory?

			• a going concern disclosure • repeat findings The financial audit information will be populated as it is received. This will typically mean this measure is left blank in the current year annual report and populated in the following year's annual report.	
Fiscal management and oversight	Oversight capacity	Determine if the school Meets Standard using information from interviews, board minutes and reporting materials, and financial policies.	Meets standard: • School has appropriate financial policies • Board reviews quality financial statements at least quarterly • Board engages in financial forecasting • School has on staff or contracts with appropriate financial expertise Falls below standard: The school does not oversee the financial health and activities by materially completing the items in Meets the Standard. TPS will collect evidence of the charter board's capacity to manage and oversee the school's finances. Evidence may include but is not limited to the following: board and director interviews, board minutes and reporting materials, financial policies, and state reports.	Does the school have the capacity to oversee the financial health and activities of the school?

Organizational Domain

Charter organizational health is an indicator of the school's ability to provide appropriate oversight and compliance with federal, state and local laws, adherence to the school's charter, and respecting the rights of students, staff, and families. This domain includes categories that create an overall picture of the school's ability to maintain a safe, inclusive environment, deliver the instructional program presented in the charter, and follow applicable laws. An explanation of how a school's performance on Organizational Measures affects their tier can be found on page 5, with further details in Attachment 2.

Organizational Performance Categories

The charter organizational performance domain contains five categories to demonstrate overall organizational health. Within each category are measures that are scored with Meets Standard or Falls Below Standard, and Yes or No. A comprehensive look at each measure's metrics and scoring can be found beginning on p. 33, under Organizational Performance Categories.

Implementation Recommendation on Organizational Domain

- A school's performance within the organizational domain annually informs authorizer oversight activities, i.e., a school that has strong organizational performance has standard oversight; a school with concerns may warrant additional oversight and expanded document requests (see Attachment 4);
- While performance annually matters on organizational indicators and should be reported, trends and patterns, as well as performance in the final full reported year matter most in terms of renewal decisions. They most clearly answer the questions around the school's current organizational health and sustainability at the time of renewal.
- Information gained can be used for several purposes, including:
 - Monitoring schools that don't yet have sufficient academic or financial data
 - Determining the degree to which issues in other domains of the Performance Framework are systemic
 - Providing supplemental information for high-stakes decisions

Organizational Performance Categories

Category 1: Governing in the public interest

Measure 1a: Is the board complying with basic governance requirements?	
Possible Sources: Corporate formation documents, charter application, charter contract, assurances of compliance with ethics and conflicts requirements; board meeting agendas, materials, and minutes; OSDE accreditation; school board policies; compliance documents	Yes or No The board materially complies with applicable laws and charter contract provisions regarding governance, including, but not limited to: Check at application stage, and review subsequent modifications: • Board bylaws, including election of officers • Board composition and/or membership rules (e.g., community representation, requisite number of qualified teachers, ban on employees or contractors serving on the board, etc.) On assurances form or included in contract: • State public records law • Code of ethics • Background checks • Conflicts of interest Annual review: • Accreditation requirements (including open meetings, board member training)
Measure 1b: How well is the board fulfilling its management duties?	
Sources: Board policies, meeting agendas, materials, and minutes; school leader job postings; evaluations; compliance documents	Meets Standard: The board demonstrates strong governance through policies and practices that foster accountability for performance: • The board has and follows a written policy and procedure for hiring and evaluating the school or network leader. • Board members regularly review academic performance and data on organizational health to ensure all students are learning and the school is meeting performance expectations as outlined in the charter contract. • Board ensures school administration is completing authorizer compliance in a timely manner, meeting expectations 8/10 months.

Category 2: Creating great places to work

Measure 2a: Is the school complying with basic staffing requirements?	
Sources: Assurances form; staff background checks;	Yes or No The school materially complies with applicable laws and charter contract provisions regarding employee qualifications and rights, including, but not limited to: • Background checks and clearances (for employees, contractors, and volunteers) • Employee rights, including those relating to the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and employment contracts
Measure 2b: How well is the school creating a work environment that fosters the professional growth and retention of effective employees?	
Sources: employee survey results, teacher retention rates	Meets Standard: An established percentage of staff agree that the school fosters a work environment that meets the criteria to be developed in the OPSRC staff survey. Reported annual teacher retention rates are at or above 70% excluding teachers exited for performance.

Category 3: Supporting students

Measure 3: Is the school open and accessible to all students and are student rights protected?	
Sources: Assurances form, charter agreement, OSDE accreditation and supplementary reports; suspension data; school board policies and examples of forms; site visit observations and community stakeholders	Yes or No The school materially complies with the following requirements: • Enrollment, lottery, and admissions procedures in OKLA STAT 70-3-136. • The collection and protection of student information per FERPA and State law • Due process protections in State law and school policy • Programs and operations are non-sectarian

Category 4: Delivering the education program

Measure 4a: How effectively is the school enacting the key design elements of its education program?	
Sources: Site visits, interviews with community stakeholders, amendments to charter, required reports, accreditation and state reports	Meets Standard: The school allocates resources and aligns operations to put the key elements of its education program into practice with fidelity (e.g., social emotional learning, mentoring, apprenticeships, or Montessori). As applicable, TPS may review: • Qualified staff are hired to provide program elements specific to the school. • Any applicable certifications are maintained. • Evaluation of school leadership is tied to fidelity to the education program. • The school communicates the key design elements sufficiently for families to distinguish the school's program from that offered by other schools in the community. • The school is making progress on outcome goals based on key design elements or "mission-specific" attributes of the educational program (chosen by the school) • Student attendance
4b: Is the school filling its responsibilities for students with disabilities?	
Sources: SPED manual; verified complaints; information from SDE (e.g., desktop audits); Enroll Tulsa policies	Yes or No. The school materially complies with applicable laws relating to serving students with disabilities who currently qualify or who may qualify for services pursuant to the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act (ADA), including but not limited to: • Equitable access and opportunity to enroll • Identification and referral • Appropriate development of Individualized Education Programs (IEPs) and Section 504 plans, including access to the school's facility and programs • Operational compliance, including provision of services in the least restrictive environment and appropriate inclusion in the school's academic program, assessments, and extracurricular activities • Discipline, including due process protections, manifestation determinations, and behavioral intervention plans • Appropriate use of all available funding
4c: Is the school complying with requirements for students that qualify as English Language Learners (ELLs)?	

Sources: Enroll Tulsa policies; Title III monitoring and compliance reports; ELL corrective action plans	Yes or No. The school materially complies with laws (including Title III of the Elementary and Secondary Education Act relating to requirements regarding English Learners (ELs), including but not limited to: • Equitable access and opportunity to enroll • Required policies related to the service of English Learners • Compliance with native language communication requirements, including translation of all documents and availability of translators for students and families whose first language is English • Proper steps for identification of students in need of EL services • Appropriate and equitable delivery of services to identified students • Appropriate accommodations on assessments • Exiting of students from EL services • Ongoing monitoring of exited students
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Category 5: Creating a safe and positive learning environment (safety and facilities)

Measure 5: Is the school complying with safety requirements for all students?	
Sources: State agency (Accreditation report); Food Handlers Permits (non-TPS CNS only)	Yes or No. The school materially complies with laws relating to the school facilities, grounds, and transportation, including but not limited to: • Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA) • Fire inspections and related records • Viable certificate of occupancy and facility inspection • Documentation of requisite insurance coverage • Student transportation safety requirements • Appropriate nursing services and dispensing of pharmaceuticals

Attachments

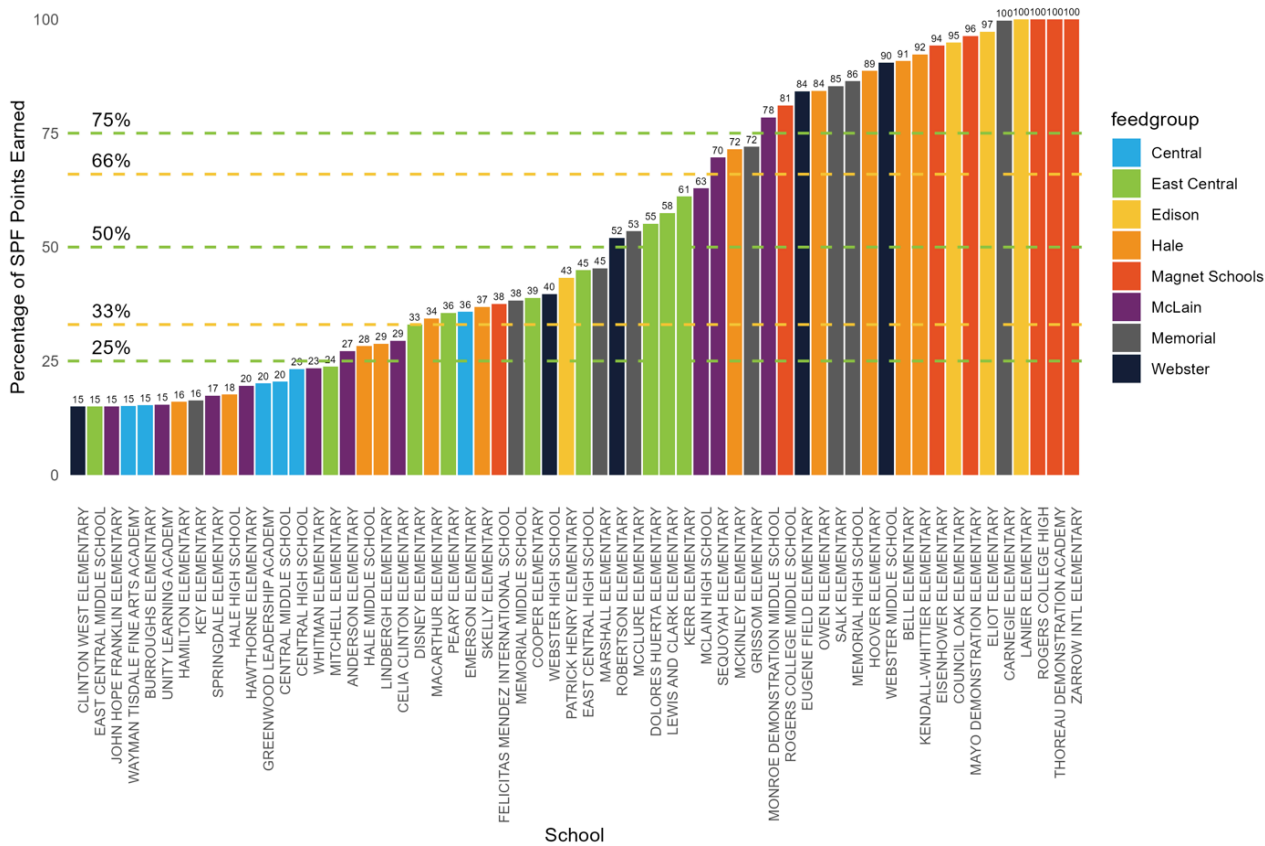
Attachment 1: Method for Setting Tier Cut Scores

Tulsa Public Schools calculates tier cut scores by calculating an estimated academic and culture domain score for most Tulsa Public Schools. This calculation method is as is described in this technical guide, but the following measures were excluded: (1) reenrollment, (2) climate survey, and (3) mission-specific score.

This exercise allows us to produce a distribution of most Tulsa Public Schools. See figure 1 below. We excluded the academic criterion magnet schools, alternative sites, early childhood sites, and Tulsa Virtual Academy because of significant differences in student population and instructional model.

Once the distribution is established, we evaluate the overall distribution to identify sound cut scores based on percentiles. For the 2026-2027 and 2027-2028 year, we established cut scores at the 75th and 33rd percentile. This method contextualizes Tulsa-authorized charter school performance within the unique conditions and context of Tulsa. It enables us to answer questions about charter school performance compared to Tulsa schools and set the expectation that charters provide better educational options than are otherwise available in Tulsa.

Figure 1: Distribution chart based on SY26



Attachment 2: Detailed Tables for Calculating Tiers Based on Performance Against the Framework

The tables below further detail how the tiers are affected by academic, financial and organizational performance. A recommendation for renewal or expansion is based on the performance over the duration of the contract years. For charters requesting renewal, this usually includes the year prior to the start of the new contract.

The scores listed are in effect for the 2026-2027 and 2027-2028 school years. Prior to the 2028-2029 school year, the district shall recalculate district performance and if necessary, reset cut scores by replicating the method described in this guide.

	Academic domain score of 75 or above			
	Organizational domain			
Financial domain		Meets the standard on at least 7 of 9 ratings	Meets at least 6 of 9 ratings	Meets fewer than 5 of 9 ratings
	No more than two "approaches the standard" ratings and no "fails to meet standard" ratings	Tier 1	Tier 2	Tier 2
	More than 2 "approaches the standard" ratings and 1 "fails to meet standard" rating; does not fail audit standards	Tier 2	Tier 2	Tier 2
	More than 2 "fails to meet standard" rating and more than 2 "approaches the standard" rating; fails audit standard	Tier 3	Tier 3	Tier 3

Tier 1	Tier 2	Tier 3
Corresponds to a 5-year renewal recommendation	Corresponds to a 3-4-year renewal recommendation	Corresponds to a 2-year renewal recommendation or less

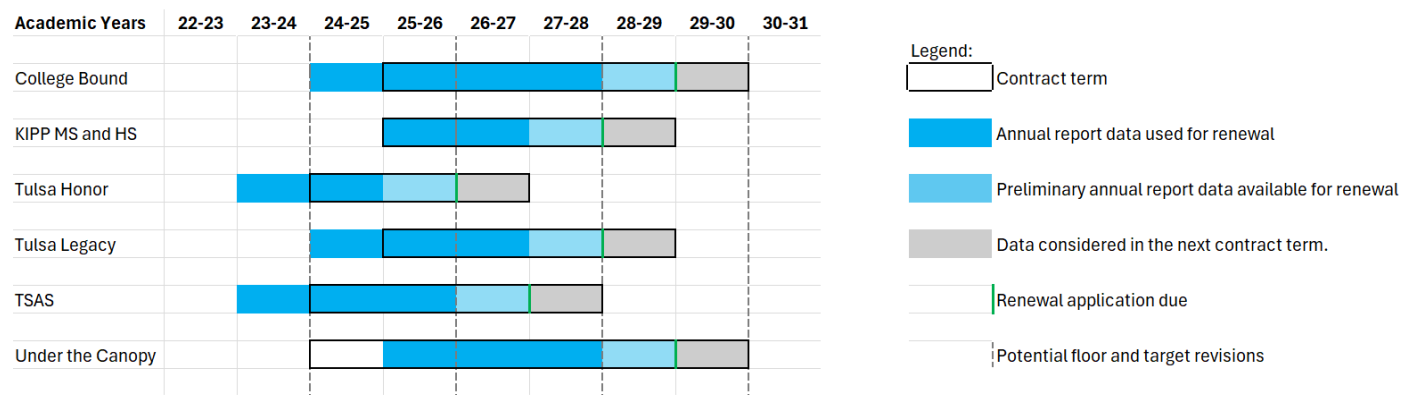
	Academic domain score of 33.1 - 74.9			
	Organizational domain			
Financial domain		Meets the standard on at least 7 of 9 ratings	Meets at least 6 of 9 ratings	Meets fewer than 5 of 9 ratings
	No more than two “approaches the standard” ratings and no “fails to meet standard” ratings	Tier 2	Tier 2	Tier 2
	More than 2 “approaches the standard” ratings and 1 “fails to meet standard” rating; does not fail audit standards	Tier 2	Tier 2	Tier 2
	More than 2 “fails to meet standard” rating and more than 2 “approaches the standard” rating; fails audit standard	Tier 3	Tier 3	Tier 3

Tier 1	Tier 2	Tier 3
Corresponds to a 5-year renewal recommendation	Corresponds to a 3-4-year renewal recommendation	Corresponds to a 2-year renewal recommendation or less

	Academic domain score of 32.9 or lower			
	Organizational domain			
Financial domain		Meets the standard on 7 9 ratings	Meets at least 6 of 9 ratings	Meets fewer than six ratings
	No more than two “approaches the standard” ratings and no “fails to meet standard” ratings	Tier 3	Tier 3	Tier 3
	More than 2 “approaches the standard” ratings and 1 “fails to meet standard” rating; does not fail audit standards	Tier 3	Tier 3	Tier 3
	More than 2 “fails to meet standard” rating and more than 2 “approaches the standard” rating; fails audit standard	Tier 3	Tier 3	Tier 3

Tier 1	Tier 2	Tier 3
Corresponds to a 5-year renewal recommendation	Corresponds to a 3-4-year renewal recommendation	Corresponds to a 2-year renewal recommendation or less

Attachment 3: Transition Schedule from Previous to Current Charter Performance Framework



Attachment 4: Submission Summary and Schedule

Documents below are collected directly from charters, due the last day of the month unless otherwise noted. Items in brackets are collected directly from the source through a data sharing agreement. The district acknowledges that the charter relies on state agencies and vendors to provide some of the documents below. While the charter should make every effort to ensure they provide documents on time, they will be held harmless for delays outside of their control, including changes to dates by TPS, even if it's excluded from the grace period. A 10-day grace period is given for all items unless indicated below where timelines impact the authorizer's ability to provide timely information.

Month	Description
July	Board approved school calendar Board approved school budget Certificate of insurance Renewing Charters: Q4 Financial report from previous year due as soon as provided by your vendor, no later than 8/30
August	Q4 Financial report from previous year (excluded from grace period)Update general charter information Prior year accreditation report Prior year unique suspension data Copy of fully executed facility lease agreement(s) if relevant
September	Fall enrollment verification (due September 15) (excluded from grace period) Fall enrollment audit
October	ONLY IF CHANGES HAVE BEEN MADE: Provide any updates to board bylaws, policies, special education policies and procedures manual, and student enrollment policies
November	[Fall MAP] October FQSR Q1 Financial report Re-enrollment letter from Charter School Leader
January	ONLY IF SCHOOL IS USING: Submit Mission Specific Goal for next academic year
February	Q2 financial report Spring enrollment verification Preliminary seat counts for Enroll Tulsa by grade level (due Feb. 15) (excluded from grace period)
March	Final seat counts for Enroll Tulsa (Due March 1) (excluded from grace period) Report number of ELL corrective action plans required Report OSDE annual Special Education reviews and desktop audits State Certified Graduation Rate Prior year financial audit (excluded from grace period)

May	Sector-wide school survey Q3 financial report
June	IF PARTICIPATING: Mission specific measure results [Spring MAP] [ACT and PreACT results] Financial and academic board report materials that have not been previously provided or made available on school website Assurances letter from charter board

Documents collected through data sharing added to submission calendar above in parentheses:

MAP (Fall and Spring administrations with IEP/ELL demographic information)

ACT (Spring administrations with student ID/student number/State ID, IEP/ELL and grade level demographic information)

PreACT (Fall administrations with student ID/student number/State ID, IEP/ELL and grade level demographic information)

Documents which may be requested if additional information is needed or TPS is unable to access through OSDE or other means:

Board meeting minutes and reporting materials

Non-profit verification

Financial policies

Corporate formation documents

Charter application and amendments

School leader job postings and evaluations

Charter contract and amendments

School board policies

Special education policies and procedures manual

Student handbook detailing student enrollment policies

Student application forms

OSDE Title III monitoring

Food handlers permits

Staff employee handbook and contract

Background checks

Fully executed facility lease and/or facility lease-purchase agreements

Any documents allowed by law and the charter contract required to assess compliance

Attachment 5: Strong Readers Act and Multilingual Learner Testing Exemptions / Exclusions, updated Fall 2024

Exclude OAAP students with an IEP

TPS follows the Strong Readers Act which includes exclusions for Deaf students and those that use Braille.

Exclude multilingual learner students who didn't take the MAP test and transferred out of TPS during the testing window (count separately by subject)

Newcomers can take the Spanish Reading test for the first administration test only.

Multilingual learners in grades K-3 who are in their first 12 months in an English language development program are now exempt from the universal screener (MAP Growth - Reading) and the dyslexia screener.

Multilingual learners in grades K-3 who have been in an English language development program for more than 12 months must continue to participate in the universal screener (MAP Growth - Reading).

All students must take the MAP Growth - Reading in English. For students in dual language programs or newcomers who speak Spanish, the MAP Growth - Reading in Spanish may also be administered following the administration of the required assessment in English if it will provide beneficial information for the instruction of the student.

Students who have just enrolled from another country are exempt from participating in the first MAP administration following their enrollment.

Students may discontinue the MAP Growth assessments, using a stop/discontinue form, if they have reached a frustration point after attempting a minimum of five questions.

Principals may still elect to test newcomer students in English or Spanish.

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Other (KIPP Tulsa College Preparatory, Inc. and Tulsa Public Schools)	61d9a02b-8af3-4e6a-ba7c-c0d26f0f2f6d

Contract signed by:

Susan Lamkin	Signer ID:	f135e5de-f0b6-4b28-a88f-67d7facdde6b
	Email:	board7@tulsaschools.org
Date / Time:	Jul 1, 2026 at 4:32 PM UTC	
IP Address:	98.190.115.247	
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/149.0.0.0 Safari/537.36 Edg/149.0.0.0	

Coversheet

Approval of KIPP Tulsa University Prep Charter Contract (2026–2029)

Section:	VI. Action Agenda
Item:	B. Approval of KIPP Tulsa University Prep Charter Contract (2026–2029)
Purpose:	Vote
Submitted by:	
Related Material:	KIPP Tulsa University Prep Charter Contract 2026-2029_FE.pdf

Charter School Contract

This Charter School Contract ("Contract") is executed the first day of July, 2026, by and between **Independent School District No.1 of Tulsa County, Oklahoma** ("Sponsor"), and **KIPP Tulsa University Preparatory, Inc.** ("Charter School"). This Contract constitutes the Charter of the Charter School. When the terms "Contract" or "Charter" are used in this Contract, they are deemed to be synonymous.

I. GENERAL PROVISIONS

1. **Authority Granted by the Charter.** The Sponsor authorizes the Charter School to operate a charter school subject to the terms of this Charter, the Oklahoma Charter Schools Act, Okla. Stat. tit. 70, §§ 3-130 *et seq.*, as amended ("Act"), and all applicable rules and regulations. Action materially in violation of the terms of the Charter, the Act, or applicable rules and regulations shall constitute a material violation of this Charter, and, subject to the provisions of Section V herein, will be good cause for termination of the Charter, provided that action necessary to comply with any applicable law or related state/federal regulation shall not constitute a material violation of this Charter. It is agreed by the parties that following any final decision by a court of competent jurisdiction that the Charter Schools Act is unconstitutional, this Charter shall immediately be null and void with all funding obligations to the Charter School by the District to immediately cease, provided that the parties shall fully comply with the provisions of any final court order.

The Charter School agrees that operations under this Charter will commence on July 1, 2026.

The name and address of the representative authorized to act on behalf of the Charter School is as follows:

Name:	Donterrio Marzett
Address:	1661 E Virgin Street Tulsa, OK 74106
Phone:	918-794-8652
Email:	dmarzett@kippok.org

2. **The Charter School shall not assign the Charter.** The obligations of the Charter School pursuant to this Charter may not be assigned, delegated, or subcontracted by the Charter School to any other individual or entity, provided the Charter School may contract with individuals or entities for services necessary to fulfill its Charter obligations. The management or operation of the Charter School, directly or indirectly, by any individual entity other than the individual or entity granted the Charter by the Sponsor will be cause for termination of the Charter. The Charter School will not encumber, pledge, or in any way alienate the Charter for the benefit of creditors or any other entity.

3. **Term of the Charter.** This Charter will be effective on ***July 1, 2026*** and shall terminate on ***June 30, 2029***, unless terminated sooner as herein provided.

4. **Renewal of the Charter School Contract and the Performance Framework.** On timely application by the Charter School, this Charter may be renewed for an additional period, determined by the Sponsor in accordance with the terms of the Charter Performance Framework (attached in Exhibit A), not to exceed five (5) years from the last day of operation for the 2028- 2029 school year. In the event state law authorizes the parties to enter into a contract term of more than five years, Sponsor shall evaluate whether a longer term is appropriate. If the term is lengthened, the parties shall work in good faith to review whether other provisions of this contract should be modified as well. Any application for renewal must be filed not later than prior to the beginning of the final year of operations (*i.e.*, prior to July 1, 2028) under this Charter. An application for renewal must be made using the Sponsor's published renewal application. In addition to a complete renewal application, the Sponsor may request additional information. Any written notice of an intent by the Sponsor to deny the request for renewal must be provided at least eight (8) months prior to expiration of this Charter.

In accordance with Okla. Stat. tit. 70, Section 3-135, the Sponsor will annually evaluate and make renewal decisions regarding the Charter School based on the academic, financial, governance, and operational performance indicators specified in Sponsor's Performance Framework (attached as Exhibit A and described in more detail below). The Performance Framework and policies governing oversight of Tulsa Public Schools sponsored charter schools may change at the discretion of the Sponsor. The Sponsor shall provide the Charter School the opportunity to provide input which the Sponsor may or may not incorporate into its framework. Sponsor shall provide no less than sixty (60) days notice prior to implementing changes to its framework. The parties understand and acknowledge that for purposes of evaluating the performance of the Charter in the first year of this Contract, the Charter shall submit and the Sponsor will assess performance data derived from years occurring immediately prior to the effective date of this Contract.

5. **Modification of the Charter.** The terms of the Charter may be revised only through the written consent of the governing bodies of the Charter School and the Sponsor. Refusal by the Sponsor to agree to proposed Charter changes requested by the Charter School will not be cause for the Charter School to request or seek any legal remedy now or hereafter allowed by law whether by mediation, arbitration or a civil proceeding.

II. THE EDUCATIONAL PROGRAM

1. **Instructional Program.** The comprehensive instructional program and curriculum to be provided by the Charter School is described in the Charter Application ("Application") and as necessary, updated through any amendments, renewals, or modifications submitted by the Charter School and accepted by the Sponsor. The Charter shall be responsible for the implementation of the instructional program as described in these documents. The Charter

School will not provide any educational programs, grades or courses other than those shown in the Application, and any deviation from such approved grades, educational programs or courses will be good cause to terminate the Charter.

The Charter School may request an amendment to their Application in writing to the Sponsor. Major changes including changes to the core educational program, grade span served, mission, objectives goals, or changes in governance structure require approval by the governing board of both the Charter School and the Sponsor. Minor changes including but not limited to changes in curriculum, staffing plan, organizational structure, and assessment can be submitted to and approved by the Superintendent's designee. Unapproved deviation from the Application will be cause to terminate the Charter.

2. Enrollment. The Charter School shall verify residency consistent with the enrollment requirements below, shall not discriminate in enrollment, shall comply with immunization statutes, and shall select waiting students by lottery as required by the Act. Enrollment in the Charter School shall be open to any student who resides within the geographic boundaries of the Sponsor, and is eligible by age or grade to enroll in the Charter School's educational program. If the number of students described above who apply for admission at any grade level exceeds the enrollment cap of the Charter School for any grade level, then all such students shall be subject to a lottery for admission. The Sponsor authorizes the Charter to enroll students who reside outside of the District boundaries to the extent allowed by state statute or otherwise authorized by the Oklahoma State Department of Education, but only after admission of all applicants residing within the district.

The charter school shall participate in Tulsa Public Schools' unified enrollment system, which shall comport with all state law regarding the operation of charters' lottery systems. Sibling policy will be applied at the lottery; i.e., if more than one child from a family has applied for admission and one of the children is or has previously been selected by lottery, then other applicants from that family are also permitted to attend. The Charter School shall be responsible for accurately determining and identifying applicants to receive sibling preference, and shall provide verification of eligibility upon request by the Sponsor.

In addition to general advertising through the sponsor's unified enrollment system, the Charter School may advertise, at its expense, to the general public, through display on the Charter School's website or through other mutually accepted methods, relevant information about the Charter School necessary for a student or parent to determine whether an application by the student/parent should be made to the Charter School. The Charter School shall adhere to the application window timelines set forth annually by the sponsor and use those dates in advertisements. Sponsor will include the Charter School in all general enrollment advertising and events.

Total enrollment in the Charter School shall include grades 9-12. The Charter School shall provide the sponsor an estimate of the number of available lottery seats per grade on or before February 15 of each year for the purpose of performing regular system testing. The total number

of available lottery seats shall be provided per grade annually on or before March 1 with total projected enrollment per grade.

The admission policies and practices of the Charter School and the Sponsor's unified enrollment system shall prohibit discrimination on the basis of race, gender, national origin, income level, ethnicity, religion, disability, aptitude, academic or athletic ability, and proficiency in the English language.

The Charter School shall not enroll nor serve any student unless it has received the appropriate proof of residency, birth certificate, and appropriate immunization records as required by state law. For purposes of ensuring compliance with the Charter, the Sponsor may inspect such enrollment records upon request. The Charter School shall obtain written consent from each parent or any student 18 years of age or older to facilitate this review if the Sponsor does not already have such consent as a result of the student's application in the unified enrollment process.

The Charter School will notify the Sponsor, in writing, by October 15 and March 15 of each school year that the Charter School has verified the residential address of each student enrolled in the Charter School.

3. **The Charter School program shall not discriminate.** The educational program of the Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. The Charter School shall not be affiliated with a nonpublic sectarian school or religious institution and shall not discriminate in its operations against any student or employee on the basis of race, creed, gender, national origin, religion, disability or need for special education services. For purposes of this Charter, the term "affiliated with a nonpublic sectarian school or religious institution" means any type of connection, relationship or association, whether contractual or otherwise, between the Charter School and a nonpublic sectarian school or religious institution.

4. **The Charter School shall comply with statutes and regulations governing children with disabilities.** The Charter School will be knowledgeable of, and comply with, the provisions of the Individuals with Disabilities Education Act (IDEA), and implementing state and federal regulations; Section 504 of the Rehabilitation Act of 1973 ("Section 504") and implementing state and federal regulations; Title II of the Americans with Disabilities Act and implementing regulations; the Policies and Procedures For Special Education In Oklahoma of the State Department of Education governing the education of children with disabilities; and the Charter School will develop and implement a special education policy and procedures manual consistent with applicable court and administrative opinions setting forth its obligations under the law and this Charter and will provide a copy of such manual to the Sponsor on request. The Charter School agrees that it is the Local Educational Agency ("LEA"), as that term is defined in the above statutes and regulations, and that it accepts all responsibilities imposed by law under the above statutes and regulations and agrees to indemnify the Sponsor from all liabilities, including attorney fees and costs, which may be imposed on the Sponsor concerning the

education of any child with a disability enrolled in the Charter School to the extent allowed by Oklahoma law.

Compliance includes, but is not limited to:

- a. **Enrollment.** The Charter School shall not refuse enrollment to a student because the student already has been or may be identified as a child with a disability under IDEA or a child to whom Section 504 is applicable. The Charter School will not drop enrollment of the student if such identification is made subsequent to enrollment.
- b. **Child Find.** The Charter School shall adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the Charter School or contacting the Charter School regarding enrollment, and shall develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, the Charter School shall develop and offer an individualized education program appropriate to the needs of that student.
- c. **Free Appropriate Public Education.** The Charter School shall provide a free appropriate public education to all children with disabilities otherwise eligible to enroll in the Charter School. If the program, staff or facilities of the Charter School are not capable of meeting the needs of a particular child, the Charter School will implement changes necessary to accommodate the child at the Charter School. If reasonable accommodations would be insufficient to enable the child to benefit from the Charter School's program, the Charter School will, at its own expense, place the child at an appropriate school. The Charter School recognizes that providing a free appropriate public education to a child with a disability may cause the Charter School to incur significant financial obligations.
- d. **Services to Students Subject to Disciplinary Removal.** The Charter School shall comply with current IDEA regulations governing services to students subject to disciplinary removal, including regulations that require continuation of a free appropriate public education to a child with a disability even after disciplinary removal or change of placement of the child for valid disciplinary reasons.
- e. **Monitoring.** The Charter School agrees that its implementation of programs required to be in compliance with laws governing the education of children with disabilities may be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office for Civil Rights; the Special Education Division of the Oklahoma Department of Education. This monitoring activity may include responding to complaints, and other investigations by the enforcing agencies, and may result in corrective actions imposed on the Charter School by these agencies for any discrepancies found. The Sponsor reserves the right to require periodic special education compliance reports from the Charter School in the same manner and format required of other of the Sponsor's "school sites."

f. **Due Process Hearings.** The Charter School's implementation of programs required to be in compliance with laws governing education of children with disabilities may be subject to court supervision via litigation against the Charter School brought by individuals affected by the actions of the Charter School. The Charter School is aware that the cost to the Charter School of this litigation can be substantial. The Charter School acknowledges and agrees that the Sponsor is in no way responsible for the costs of such litigation, including but not limited to attorneys' fees.

g. **Notice.** The Charter School will comply with all requirements relating to notification to parents of their rights under IDEA and with notices required to be provided to parents of children with disabilities or children suspected of having disabilities.

5. **The Charter School shall comply with the Oklahoma School Testing Program, shall be subject to the State Office of Accountability, and complete specified reporting requirements of the Sponsor's Performance Framework.** The Charter School shall participate in all testing as required by the Oklahoma School Testing Program Act and shall report test results as required of an Oklahoma public school district. The Charter School shall also provide specific data, as requested and specified in the Sponsor's Performance Framework. The Charter School shall provide any data requested by the State Office of Accountability.

6. **The Charter School shall provide students with textbooks, workbooks, and other written curriculum materials, technological aids, and equipment during all years of operations as described in the Application and will not provide less than such materials during subsequent years, unless excluded by the Sponsor.**

7. **The Charter School shall comply with federal statutory and constitutional requirements to assist students with limited English proficiency.** The Charter School is aware that enrollment of students on a nondiscriminatory basis may result in enrollment of students with limited English proficiency and that discrimination on the basis of a language deficiency caused by national origin offends federal law. The Charter School will comply with all federal constitutional and statutory obligations in assisting students with limited English proficiency.

8. **The Charter School shall comply with statutes governing the reporting of suspected child abuse, neglect, and/or exploitation.** The Charter School shall comply with the Oklahoma Child Abuse Reporting and Prevention Act.

9. **The Charter School shall comply with statutes governing the reporting of student absences.** The Charter School shall have an attendance officer who shall enforce provisions of the compulsory attendance laws and submit lack of attendance reports to the appropriate authorities as required by Oklahoma law.

10. **The Charter School shall comply with statutes requiring the reporting of students under influence of low-point beer, alcoholic beverages or controlled dangerous substances.** The Charter School shall adopt and deliver to every classroom teacher a written policy for teachers to follow if they have a student who appears to be under the influence of low-point beer, alcoholic beverages, or a controlled dangerous substance. The Charter School shall file such policy with the State Superintendent of Public Instruction. The Charter School agrees that the Charter School staff will comply with the reporting requirements of the policy and relevant Oklahoma law.
11. **The Charter School shall comply with state law governing out-of-school suspension procedures.** The Charter School shall comply with Oklahoma law regarding the out-of-school suspension of students and other disciplinary procedures, and shall afford students all due process rights to which they are entitled by state law and the federal Constitution in the out-of-school suspension process. The Charter School shall furnish an individualized out-of-school education plan to eligible students suspended out-of-school as required by Oklahoma law. The Charter School shall not recommend that resignation or withdrawal from the school be accepted in lieu of suspension.
12. **The Charter School shall comply with federal and state privacy laws.** The Charter School shall comply with the Federal Family Educational Rights and Privacy Act and Oklahoma law safeguarding the confidentiality of student educational records. In addition, the Charter School shall comply with the student education record requirements contained in the IDEA.
13. **The Charter School shall have a functioning Safe School Committee.** The Charter School shall comply with the statutory and other legal requirements to form and maintain a functioning Safe School Committee.
14. **The Charter School shall provide eye protective devices for students if courses offered involve exposure to dangerous equipment or chemicals.** The Charter School shall provide industrial quality eye protective devices to students who come in contact with dangerous machinery, welding, hot liquids, explosive chemicals or materials.
15. **The Charter School will not charge tuition or fees directly or indirectly for required activities.** The Charter School shall not charge students tuition or fees either directly or indirectly, regardless of what terminology may be used to describe any such attempted payments, for any activity required by the academic program of the Charter School.
16. **The Charter School shall not be used to generate revenue for home-schooled students.** The Charter School shall not be used in any manner to generate revenue for home-schooled students.
17. **The Charter School shall educate students at the Charter School site.** The Charter School will educate students only at an organized Charter School site. The Charter School will

promptly notify the Sponsor in writing of any proposed relocation of the Charter School facility. The Charter School may not directly or indirectly operate a home-school program.

18. **The Charter School shall comply with state law governing days of instruction and/or hours of instruction.** The Charter School shall provide instruction for at least the number of days, and hours during the day, as is required by Oklahoma law. The Charter School will notify the Sponsor in writing of the number of days, and hours per day, of instruction, and will strictly comply with such timetables unless prevented by an emergency. The Charter School shall provide a copy of the adopted school calendar for each year of operation at least 45 days in advance of the beginning of the school year and share any and all revisions of same upon adoption by the Charter School's Board.

19. **Student Information System and Special Education Software.** The Charter School will maintain and use a high-quality commercial student information system, and its own software for special education programs and services through the vendor approved by the Oklahoma State Department of Education.

III. FISCAL MANAGEMENT

1. **The Charter School shall operate on a fiscal year basis.** The Charter School shall utilize a fiscal year beginning July 1 and ending on the following June 30. The Charter School shall not violate the pay-as-you-go fiscal year restrictions imposed by the Oklahoma Constitution, Article 10, Section 26, and cases construing this provision.

2. **The Charter School shall comply with the Oklahoma Cost Accounting System.** The Charter School shall comply fully with the Oklahoma Cost Accounting System method of reporting school expenditures.

3. **The Charter School shall have an annual audit conducted.** The Charter School shall have the financial operations of the Charter School audited annually in accordance with the provisions of the Oklahoma Public School Audit Law. The Charter School shall bear any expense charged to the Charter School by the auditor when conducting an investigative audit of the Charter School. The Charter School shall provide a verified and accurate quarterly financial report to the Sponsor signed by the Charter School's Chief Financial Officer (or the Charter's school leader) verifying the accuracy of the report.

4. **Assets of Charter School shall be restricted to Charter School usage.** The Charter School shall not apply, hold, credit, transfer, or otherwise make use of funds, assets or resources of the Charter School for any purpose other than operation of the Charter School described in the Charter. The Charter School shall abide by the Oklahoma constitutional bans against the loaning of public property for the credit or benefit of an individual or other entity and against the making of gifts of public property.

5. **The Charter School shall not extend its credit.** The Charter School shall not extend credit, or otherwise make use of the credit or assets of the Charter School for any purpose other than operation of the Charter School described in the Charter.
6. **The Charter School shall not be involved in transactions that are a conflict of interest.** No transaction shall be executed between the Charter School and a member of the governing body of the Charter School or any member of the immediate family of a member of the governing body of the Charter School which violates, directly or indirectly, Oklahoma law governing conflict of interest transactions between a member of the Sponsor Board of Education and the Sponsor School District.
7. **The Charter School shall not commingle Charter School funds.** The Charter School shall not commingle Charter School funds with the funds of any other person or entity. The Charter School shall keep separate and distinct accounting, auditing, budgeting, reporting, and recordkeeping systems for the management and operation of the Charter School. The Sponsor and Charter School mutually acknowledge that the Charter School may independently fundraise for private donations to support the Charter School and, in such cases, shall itemize or otherwise identify any revenue from private fundraising for purposes of accounting, budgeting, reporting and recordkeeping.
8. **The Charter School shall maintain financial records.** The Charter School shall maintain all financial records needed to conduct an annual audit and to show compliance with this Charter, and shall not destroy such records for at least five (5) years.
9. **If the Charter School elects to participate in the Oklahoma Teachers' Retirement System ("OTRS"), the Charter School shall make timely contributions to the OTRS and to the Social Security System, and shall make timely withholdings of taxes required by state and federal statutes.** The Charter School will be knowledgeable of the statutes and regulations governing the OTRS. Nothing in this section shall obligate the Charter School to assume the obligation to pay any portion of the obligation of any employee to OTRS.
10. **The Charter School shall comply with federal statutes and regulations governing the payment of employer contributions to the Social Security Administration, withholding of Social Security contributions from employee wages, withholding of applicable state and federal taxes, and the reporting of wages earned and withholdings made.**
11. **The Charter School shall comply with statutes governing unemployment compensation benefits.** The Charter School will comply with requirements placed upon employers by the Oklahoma Employment Security Act. If electing to be a "taxable" employer, the Charter School will make timely payments to the Oklahoma Employment Security Commission. If electing to be a "reimbursing" employer, the Charter School will make timely reimbursements to the Commission for claims paid.

12. **The Charter School shall comply with the Fair Labor Standards Act.** As a governmental entity, the Charter School understands that it is subject to the requirements of the Fair Labor Standards Act, including, but not limited to the payment of minimum wages, payment of overtime compensation to non-exempt employees and the maintenance of various records regarding pay and work times.
13. **The Charter School shall comply with child labor regulations.** The Charter School will comply with the child labor provisions of the Fair Labor Standards Act, and Oklahoma child labor law restrictions.
14. **No litigation having an adverse impact on school operations.** The Charter School hereby certifies that there is no pending litigation or threatened litigation at the present time that reasonably could have an adverse impact on operations of the Charter School. If at any time during the term of this Contract the Charter School is sued by or sues any person or entity in any jurisdiction the Charter School must immediately notify the Sponsor, in writing, of the suit and provide such information concerning the litigation as may be requested by the Sponsor.
15. **The Charter School shall pay the Sponsor an authorizing fee.** The Sponsor shall charge the Charter 3% of the Charter's total State Aid Allocation, inclusive of mid-year adjustments, as a fee for administrative services rendered. Upon Charter's receipt of State Aid Allocation, Sponsor will invoice Charter the 3% administrative fee. Charter will pay the fee within 30 days of receipt of invoice. This 3% authorizing fee shall be used to cover the collective costs of supporting, overseeing, and maintaining authorized charter schools.
16. **The Charter shall provide necessary reporting.** The Charter School will timely provide the Sponsor with appropriate access to data reporting services and other data reporting as allowed by relevant law that the Sponsor has required through the Performance Framework. All data sharing shall be documented in a data sharing agreement that comports with state and federal law.

IV. FACILITIES, GOVERNANCE, AND OPERATIONS

1. **The Charter School shall comply with the requirements of the Oklahoma Open Meeting Act.** The Charter School shall comply with all requirements of the Oklahoma Open Meeting Act, including, but not limited to, timely notification to the County Clerk of all meetings of the governing body, the timely posting of agendas, the maintenance of minutes, and the restricted purposes of executive sessions. All members of the governing board of the Charter School shall be residents of Oklahoma and shall meet no less than quarterly in a public meeting within the Sponsor's geographical boundaries.
2. **The Charter School shall comply with the requirements of the Oklahoma Open Records Act.** The Charter School shall comply with all requirements of the Oklahoma Open Records Act, including, but not limited to, having designated individuals to process requests for inspection or copying of records.

3. **The Charter School shall promptly notify the Sponsor if operations cease or there is a change in the location of the facility.** Failure to promptly notify the Sponsor that the Charter School has ceased to provide any of the grades or courses of instruction for which this Charter was granted will be good cause to terminate this Charter.

4. **The Charter School shall comply with all state and local regulations concerning safety of buildings.** Unless otherwise provided in a lease agreed to by the Sponsor, Charter will obtain all needed permits and inspections required of buildings by state and local authorities, and, in particular, all building code and safety regulations for structures housing children.

5. **The Charter School shall have the following administration.** The administration of the Charter School is described in detail in the Application, which also describes the administrative structure, the duties of each administrator, and employment qualifications required to hold the various positions. While the Charter may determine that administrative positions will not be required to hold administrative certificates issued by the State Department of Education, the school leader shall have at least a Bachelor's Degree.

The Charter School will have a governing body, which shall be responsible for the policies and operational decisions of the Charter School. No current, proposed or future member of the governing body will have a felony conviction.

6. **Facility Use Documents.** The Charter School shall have and maintain throughout the term of the Charter a lease agreement, title, or other legal instrument granting to the Charter School the right to occupy and use one or more facilities suitable for use as the Charter School facilities described by the Charter. Such legal instruments may not be made for more than one fiscal year, but may have options to lease in future fiscal years that are not beyond the length of the Charter.

At the time of this Contract's execution, the Charter School has secured the following facilities in which school operations are housed pursuant to a separate written Lease Agreement:

The street address of the facilities serving grades 9-12:
541 South 43rd West Avenue, Tulsa, OK 74127

The owner of the above facilities and the owner's address:
Tulsa Public Schools, 3027 S New Haven Ave., Tulsa, OK 74114

If applicable, all needed inspections, permits, and licenses required by state and local governments have been obtained.

The facilities will have all smoke detectors as required by state law.

The Charter School will conduct fire drills and any other emergency drills as required by state law.

7. **The Charter School shall conduct safety training for personnel as required by statute.** The Charter School shall conduct required employee safety training.

8. **The Charter School shall provide phone/ data and utility services.** The Charter School shall provide—by agreement or otherwise—phone / data service at the school facility and utility services to properly maintain the school facility in comfort levels compatible with an appropriate learning environment.

9. **The Charter School shall maintain insurance protection.** The Charter School acknowledges and agrees that it has potential liability under the Oklahoma Governmental Tort Claims Act for negligent actions of its employees acting in the scope of their employment and under the federal and state Constitution, statutes, and regulations for actions that violate rights of students, parents, or employees. The Charter School also acknowledges that it may be sued for actions relating to contracts. The Charter School has secured and will maintain throughout the term of this Charter and any extension thereof: (1) liability insurance protection for ALL school operations in amounts equal to or greater than the minimum liability amounts set forth in the Oklahoma Governmental Tort Claims Act; (2) appropriate property and casualty insurance policies providing adequate protection of Charter School property; (3) fleet/liability insurance for any vehicle owned or operated by the Charter School in an amount equal to or greater than the amount required by law; (4) workers' compensation insurance as required by law; and (5) any other insurance which may now or hereafter be required by law. The Charter School will furnish the Sponsor with a copy of any policy of insurance it maintains within five (5) days of the Sponsor's written request for the policy.

10. **The Charter School shall issue employment contracts and conduct background checks.** The Charter School may not enter into an employment contract for the term of this Contract with any teacher or other personnel prior to the approval of this Contract by the Sponsor. The Charter School shall have employment contracts that reference Charter School's personnel handbook, which shall be made available to all employees. The personnel handbook sets forth the Charter School's personnel policies, including, but not limited to, policies related to certification, professional development, evaluation, suspension, dismissal and non-reemployment, sick leave, personal business leave, emergency leave, and family and medical leave. The employment contract or the Personnel Handbook shall also specifically set forth the salary, hours, fringe benefits, and work conditions of the employees.

Upon contracting with an employee, the Charter School shall disclose, in writing, all employment rights of employees in the event the Charter School closes or its Charter is not renewed. The Charter School shall furnish Sponsor with copies of its form employment contracts upon written request.

For all Charter School employees, prospective employees, and substitutes, Charter School agrees to conduct any and all background checks and/or record searches required by statute and/or regulation including, but not limited to, national criminal history record checks, sex offender registry checks, violent offender checks, and any other searches that are required of school districts under federal or state laws, rules, or regulations.

11. **The Charter School shall comply with the Immigration and Reform Control Act.**

The Charter School shall comply with the requirements of the Immigration and Reform Control Act that requires employers to enforce naturalization policies barring the employment of illegal aliens and requires employers to both verify the identity and the employment authorization of all employees through completion of Form 1-9, Immigration and Naturalization Service.

12. **The Charter School shall comply with the Asbestos Hazardous Emergency Response Act.**

The Charter School shall comply with the requirements of federal law to make inspections to identify asbestos materials, take needed responses to control the release of asbestos fibers, compose a management plan on how the school will comply with the regulations, designate a person to carry out these duties, use specially-trained persons to make inspections and conduct periodic control; and notify, educate, and train school employees about the location and hazards of the chemical.

13. **The Charter School shall comply with the Oklahoma Hazard Communication Standard.**

The Charter School recognizes that the Oklahoma Department of Labor has issued regulations pursuant to the Oklahoma Occupational Health & Safety Standards Act designed to protect the health and safety of employees. These regulations require the identification of hazardous chemicals on the work site, and the training of employees about hazardous substances to which they may be exposed on the work site. The Charter School will abide by these regulations.

14. **The Charter School and Sponsor shall comply with laws and regulations listed by the State Department of Education.**

The Charter School and Sponsor will comply with all applicable federal statutes and regulations, state statutes and regulations, and local ordinances and rules; including without limitation those relating to health, safety, civil rights, and insurance listed annually by the State Department of Education for Charter School and public school compliance.

15. **The Charter School shall provide for the disposition of property.** The Charter School shall adopt a rule specifying the method to be used for disposing of real and personal property acquired by the Charter School upon the expiration or termination of the Charter or upon failure of the Charter School to continue operations or when the real or personal property is no longer needed by the Charter School. Any real or personal property purchased by the Charter School at any time with state or local funds shall be retained by the Sponsor, upon the occurrence of any of said events. However, if the Charter School continues operation in the geographical boundaries of the Sponsor under a new charter contract sponsored by another entity authorized under the Oklahoma Charter Schools Act to sponsor charter schools, then any

personal property purchased with state or local funds by the Charter School may be retained by the Charter School for use in operation of the Charter School until termination of the new charter or failure of the charter school to continue operations, at which time all such personal property shall be retained by the Sponsor. On or before January 1 of each year, the Charter School shall maintain a full, detailed and complete inventory of all real and personal property it has purchased with state or local funds on an asset control report. This report shall be provided to Sponsor at the end of each fiscal year.

V. EVALUATIONS AND INSPECTIONS

1. **Evaluations.** The performance of Charter School shall be annually evaluated and assessed as set forth in the attached Performance Framework, which is hereby adopted and incorporated by reference into the Contract as Exhibit A, with its schedule attached as Exhibit B. The annual evaluations may result in additional oversight and corrective actions during the term of the Contract. In addition, the evaluations shall be considered by the Sponsor when making decisions regarding renewal and/or expansion decisions in addition to other factors deemed relevant by the Sponsor and authorized by law.

2. **The Sponsor's representatives shall have the right to make periodic inspections of all aspects of the Charter School's operations.** The Sponsor shall be afforded the opportunity to make scheduled inspections. At Sponsor's sole cost, non-routine inspections may occur at any time. The Sponsor will give the Charter School written notice at least five (5) business days in advance of a non-scheduled, non-routine inspection. The written notice shall include the specific reason that Sponsor deems it necessary to perform a non-routine inspection. The Charter School agrees to cooperate in good faith with the Sponsors representatives making the Sponsor inspections. The purpose of the inspections will be to ascertain that the Charter School is properly fulfilling its obligations under:

- a. The Oklahoma Charter Schools Act;
- b. The Charter School's Mission Statement;
- c. This Contract; and/or
- d. The terms and conditions of the Charter School's Application to the Sponsor.

In the event that the Sponsor's representatives deem that the Charter School is not fulfilling its obligations with respect to any of the foregoing, the Sponsor will give written notice to the Charter School specifying the matters that have resulted in the Sponsor's findings. The Charter School shall have thirty (30) calendar days to correct the non-compliance, except that as to any deficiencies which would reasonably require more than thirty (30) calendar days to correct, the Charter School will not be in default as long as the Charter School is proceeding with due diligence and in good faith to correct the deficiencies. If the Charter School fails to correct the deficiencies within thirty (30) calendar days from the Charter School's receipt of the Sponsor's notice (or such longer time as may be permitted for deficiencies which reasonably cannot be corrected within thirty (30) calendar days under the above exception), the Sponsor may notify the Charter School that it is in default and that the Sponsor is exercising its right to terminate this Contract. However, the thirty (30) days' notice will not be required in the event of a clear

pattern of repeated material deficiencies or material breaches of this Contract or federal or Oklahoma law, in which case the Sponsor may notify the Charter School, in writing, that the Sponsor elects to terminate this Contract immediately.

VI. THIS AGREEMENT

1. **Entire Agreement.** This Contract, including the terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this Contract. The parties have jointly prepared this Contract; accordingly, this Contract shall not be construed more or less favorably with respect to either party. This Contract may not be modified or amended orally, but only by an instrument in writing, duly authorized and executed by the parties to this Contract.

2. **Severability.** If any provision of this Contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

3. **No Waiver of Breach.** No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.

4. **Venue.** Any lawsuit due to, arising under or in connection with this Contract shall only be brought in Tulsa County District Court or, where federal jurisdiction exists, the United States District for the Northern District of Oklahoma. The parties hereby consent to jurisdiction and venue in both the District Court of Tulsa County, Oklahoma and the United States District Court for the Northern District of Oklahoma for all purposes.

5. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Oklahoma to be applied.

6. **Authority.** The persons signing this instrument represent that they are duly authorized to execute this instrument on behalf of the respective parties and that this instrument has been duly and legally approved and adopted by the respective parties.

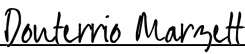
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 1
OF TULSA COUNTY, OKLAHOMA

KIPP TULSA UNIVERSITY PREPARATORY,
INC.

By:  _____

Susan Lamkin
President, Board of Education

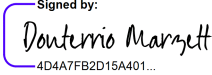
Signed by:
By:  _____
4D4A7FB2D15A401...

Name Donterrio Marzett
Title Superintendent

Exhibit A: Tulsa Public Schools Charter Performance Framework

Exhibit B: Charter Performance Framework Submission Schedule



Certificate Of Completion		
Envelope Id: 77A94225-E198-84EA-8287-843B131B3525		Status: Completed
Subject: Here is your signed document: KIPP College Prep Charter Contract 2026-2029 (6998c63808) (version 2).		
Source Envelope:		
Document Pages: 77	Signatures: 2	Envelope Originator:
Certificate Pages: 4	Initials: 0	Donterrio marzett
AutoNav: Disabled		dmarzett@kippok.org
Envelopeld Stamping: Disabled		IP Address: 184.178.238.134
Time Zone: (UTC-06:00) Central Time (US & Canada)		
Record Tracking		
Status: Original	Holder: Donterrio marzett	Location: DocuSign
6/30/2026 12:11:16 PM	dmarzett@kippok.org	
Signer Events	Signature	Timestamp
Donterrio Marzett dmarzett@kippok.org Superintendent Security Level: Email, Account Authentication (None)	Signed by:  4D4A7FB2D15A401... Signature Adoption: Pre-selected Style Using IP Address: 184.178.238.134	Sent: 6/30/2026 12:12:31 PM Viewed: 6/30/2026 12:12:40 PM Signed: 6/30/2026 12:22:40 PM Freeform Signing
Electronic Record and Signature Disclosure: Accepted: 7/20/2022 9:43:04 AM ID: 50048312-7791-4b64-b503-6bc9164c0341		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Mindy Sutterfield suttemi@tulsaschools.org Security Level: Email, Account Authentication (None)		Sent: 6/30/2026 12:22:42 PM Viewed: 6/30/2026 1:24:03 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2026 12:12:31 PM
Certified Delivered	Security Checked	6/30/2026 12:12:40 PM
Signing Complete	Security Checked	6/30/2026 12:22:40 PM
Completed	Security Checked	6/30/2026 12:22:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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From time to time, KIPP Tulsa College Preparatory (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact KIPP Tulsa College Preparatory:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: andrea.murrell@kipptulsa.org

To advise KIPP Tulsa College Preparatory of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at andrea.murrell@kipptulsa.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from KIPP Tulsa College Preparatory

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to andrea.murrell@kipptulsa.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with KIPP Tulsa College Preparatory

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to andrea.murrell@kipptulsa.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify KIPP Tulsa College Preparatory as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by KIPP Tulsa College Preparatory during the course of my relationship with you.

Tulsa Public Schools Charter Performance Framework

Technical Guide to Measures, Methods, and Application

Updated June 2026



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Charter Performance Framework: Tulsa Public Schools

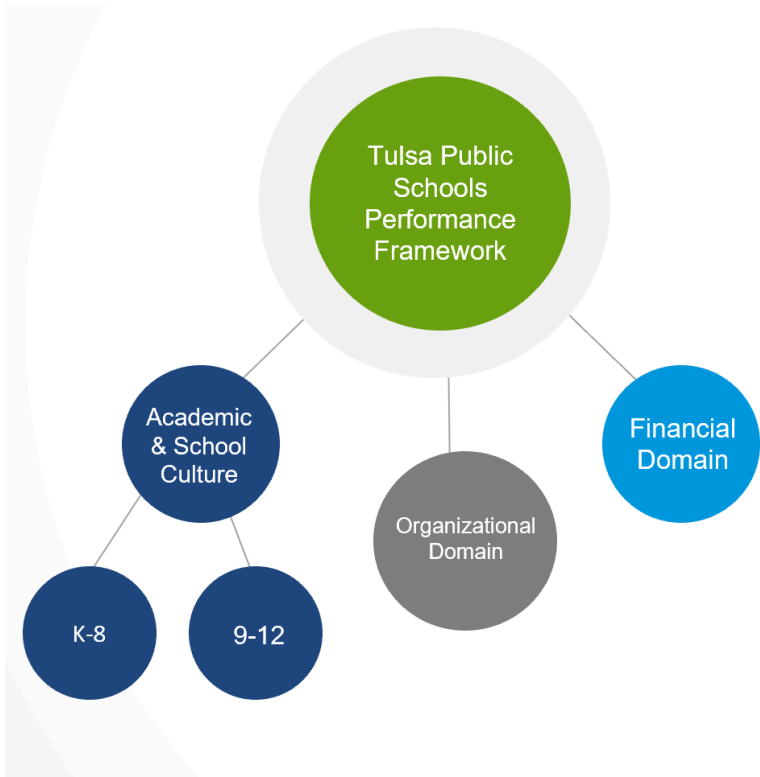
Introduction to the Performance Framework

The Performance Framework (PF) outlines Tulsa Public Schools’ process of evaluating and publicly reporting the performance of the public charter schools under its authority. A well-designed and fully-described PF establishes clear and transparent evaluation criteria for schools and the authorizer. Our goals as authorizers focus on:

- Maintaining high standards for schools
- Upholding school autonomy
- Protecting students and public interests

The most important function of a charter performance framework for authorizers is understanding charter performance and informing decisions related to renewal, non-renewal, expansion, and interventions. School leaders, board and staff, parents, and other community stakeholders can also use the performance framework to understand school performance.

Tulsa Public Schools’ PF includes three domains: an academic and school culture domain, an organizational domain, and a financial domain. Evaluations in all three domains combine to render both discrete and aggregate information about school performance.



Each public charter school is measured by Tulsa Public Schools' Performance Framework. Tulsa-authorized charter schools will receive a Performance Framework-driven report for each unit that is operating under separate charter contracts. For example, if a charter school:

- Has two campuses covered under a single contract, the school will receive **one** PF-driven assessment and report;
- Has one campus serving PK-12 with separate contracts for PK-8 and 9-12, the school will receive **two** PF-driven assessments and reports;
- Serves PK-8 students under a single contract, the school will receive **one** PF-driven assessment and report that includes academic domain ratings separated by K-5 and 6-8.

Terminology Used in this Framework

This evaluation framework includes (1) domains, (2) categories, (3) measures, and (4) metrics.

Domains are the three large categories of evaluation: academic and culture, financial, and organizational. All routine and formal evaluation conducted by Tulsa Public Schools falls into one of these three domains.

Categories are groups of measures such as “proficiency,” “student progress,” or “school environment.” Categories of measures comprise a domain.

Measures are the specific instruments or means to assess performance in each category. Each category contains one or more specific measures, such as “NWEA-MAP ELA growth” or “school re-enrollment rate.”

Metrics are the calculation method or formula for a given measure.

Summary of Categories within each Domain

Academic and School Culture Domain

- (1) *Student progress* as measured by the percentage of students meeting individual growth targets using nationally-normed growth calculations.
- (2) *Student proficiency* for K-8 as measured by appropriate, criterion-referenced large-scale assessment instruments.
- (3) For high school only, *post-secondary success* as measured by students meeting national college-ready standards on a criterion-referenced, large-scale assessment instrument and graduation rates.
- (4) *School environment* as measured by sources that tell a picture of school health for students and adults beyond academic outcomes. This includes re-enrollment rates and school survey data.

- (5) *Mission-specific measures* signal the degree to which the charter is meeting its stated mission.

Not all schools are required to include a mission-specific goal, and those that opt-out will have their total eligible points adjusted downward by 5 points to hold them harmless. When a school chooses to include a mission-specific goal in the academic and school culture domain, the school will also negotiate a performance display range with Tulsa Public Schools. Schools can apply to display a mission specific goal through an annual submission detailed in Attachment 4.

The financial domain categories are:

- (1) *Near-term financial health*, which indicates the school's financial position and viability for the current year.
- (2) *Long-term financial health*, which indicates the school's financial position and viability over time.
- (3) *Financial operations and oversight*, which indicates the school's ability to manage and oversee finances well.

The organizational domain categories are:

- (1) *Governing in the public interest*, which assesses the board's compliance with basic governance requirements and its ability to fulfill the management duties.
- (2) *Creating great places to work*, which assesses the health of the school's staffing practices.
- (3) *Supporting students*, which assesses compliance on the protection of student rights.
- (4) *Delivering the educational program*, which assesses the school's adherence to the charter and fulfilling responsibilities to students with disabilities and English language learners.
- (5) *Creating a safe and positive learning environment*, which assesses the school's adherence to building and safety laws and standards.

Technical Considerations

No Data Are Available

Tulsa Public Schools will not report the results when no data are available for the campus due to issues beyond the school's control. Examples include COVID-related testing disruptions and errors or delays in results coming from the testing company. In the event that no data is available, the points associated with that measure are removed and the total possible points are adjusted. For example, a first-year school does not have a re-enrollment rate. In this case, the re-enrollment rate is not applicable, and the total score is out of 90 points instead of 100.

In the event that no data is available due to charter school failure, Tulsa Public Schools will report results as zero and the measure will be included in the calculation of total points possible in the PF. Examples include failure to collect data and failure to administer assessments during required testing windows or under required testing conditions.

Minimum Cohort Sizes

TPS will not report results when fewer than 10 students are included in a measure. The points associated with that measure will be removed from the total points possible.

Other than following the exclusion/exemption guidelines set forth in Attachment 5: Strong Readers Act and Multilingual Learner Testing Exemptions / Exclusions, minimum student population testing should not fall below 90% for any demographic or subgroup.

Rounding

All final data and metrics are rounded to the nearest tenth. TPS makes every effort to retain the data it receives until final results are presented. Data is stored to the number of digits originally provided by the publisher, school, or LEA and all rates and percent of points earned are rounded only at the display stage. The points earned on a measure are calculated from the unrounded rates and then rounded to the nearest tenth prior to calculating a school's overall PF score.

The Academic and School Culture Domain

Point-Earning in the Academic Domain

The academic domain offers 100 possible points that can be earned based on performance across different measures. Each measure has a "points possible," which is the maximum possible points that can be awarded for that measure. Each measure also has an established floor and target that are used to allocate points.

The floor determines the minimum value for which any points are awarded. Schools do not receive points for performance that falls at or below the floor. For example, if the re-enrollment floor were 65.0%, a school where 65.0% or fewer of its students re-enroll would not receive any points for the measure.

The target determines the value at which the maximum points for a common measure are awarded. Schools do not receive additional points for values that are above the target. For example, if the target for re-enrollment is 90.0%, a school where 95.0% of its students re-enroll would receive the full amount of points available for the measure, but no more.

Depending on the school's score on each measure and its position between the floor and target, it will receive incrementally more points the higher the score. For example, if the floor for re-enrollment was 65.0% and the target was 90.0%, a school that earned a 77.5% re-enrollment rate would receive exactly half of the total amount of possible points because its score fell halfway between the floor and the target.

In most cases, schools will earn a portion of 100 possible points. Their score is calculated by taking the sum of the points earned by the school for all of the measures for which it was eligible and dividing it by the maximum possible score that could have been earned by the school. For example, a school might earn 67 of 100 possible points, generating an academic domain score of 67.

In some cases, schools might not be eligible for a score calculation for every measure. In this case, the school's total earned points will be presented compared to all *eligible* points. For example, a school that earned 60 points but was only eligible to earn 80 possible points would earn an academic and culture domain score of 60/80, or 75.

A school must be eligible for a minimum of 50 points possible on the PF score for the score to be displayed. If a school is not eligible for at least 50 possible points (for example, a high school opening with only grade 9 or an early childhood campus only opening with PK grades but growing into an elementary school), the rates for each measure will be displayed but an overall score will not be calculated or displayed.

The floors and targets for elementary and middle school grade spans are set according to the criteria above for all measures using NWEA MAP data. High school grade span floors and targets are set using PreACT and ACT scores. The percentages can change once spring testing has been administered and applied for the next academic year. This framework was created based on data from Spring 2022, and updated periodically as detailed below. Tulsa Public Schools reserves the right to recalculate district performance, percentiles, floors and targets, and academic domain cut scores every two years. Changes must be made for the *subsequent academic year*. If Tulsa Public Schools chooses to make changes, they must:

1. Provide the charter sector with the changes and a rationale 60 days prior to putting any changes into effect;
2. Provide the charter sector the opportunity to comment on the proposed changes; and
3. Update and re-distribute this document.

Determining Performance Tiers through the Academic and Culture Domain

The academic and culture domain scores are used to establish the highest possible tier rating for which the school is eligible. Tiers are calculated based on the total number of points earned for the PK-8 PF or the HS PF.

Tulsa Public Schools' performance framework uses a 100-point scale. Schools will be identified as Tier 1, Tier 2, or Tier 3 based first and primarily on the school's performance in the academic and culture domain. The following cut scores determine preliminary tier rating for the 2026-2027 and 2027-2028 years. Thereafter, the district will update the scores to reflect real changes in student performance. Please see attachment 1 for more information about how tiers and cut scores are set.

1. Schools with Tier 1 status earn at least 75 of the possible points.
2. Schools with Tier 2 status earn 33 to 74.9 of the possible points.
3. Schools with Tier 3 status earn less than 33 of the possible points.

The organizational and financial domains contribute to an overall picture of school health, but cannot increase or decrease the overall points earned.

Schools serving multiple grade spans

Charter schools that serve grades that span K-8 and 9-12 *under a single contract* will receive two 100 point scores for the academic domain. The two separate scores reflect the differences in measures and metrics at different grade levels. The two academic domain scores will be averaged together to provide a combined total. The financial and organizational domains will be calculated and reported on in aggregate.

How Tulsa Public Schools Uses the Tiers

Tulsa Public Schools uses the tiers to make recommendations about charter renewal, expansion, and termination decisions. Schools earning fewer points are monitored more closely than those that are high point-earning.

Tier 1

Tier 1 designates charters that meet or exceed Tulsa's authorizing standards. Tier 1 charter schools will be publicly recognized for their performance by Tulsa Public Schools. Tier 1 are generally eligible for five-year renewals and, when requested and appropriate, expansion. Schools earning a Tier 1 rating for four consecutive years can apply to receive a charter renewal for the longest term allowable under state law.

Tier 2

Mid-performing Tier 2 campuses are generally eligible for renewal at a term of at least three years.

Lower performing Tier 2 schools are often not achieving their charter goals and student academic achievement expectations as set forth in their charter. Not achieving a school's charter goals puts the school at risk of non-renewal. In this situation, Tulsa Public Schools authorizing staff will generally meet with the school leader(s) and board members to review the school's performance.

Tier 3

If a campus earns a Tier 3 status, it is likely failing to meet its charter goals and the student academic achievement expectations as set forth in its charter. Tulsa Public Schools authorizing staff will conduct a site visit during the following school year and meet with the school leader(s) and board members. Tier 3 schools may face non-renewal and, in some cases, charter termination.

Schools that are candidates for termination as a result of their Tier 3 status undergo a high-stakes review immediately to gather qualitative and quantitative evidence to determine whether the school has met its charter goals and is otherwise compliant with district expectations.

See Attachment 2 for detailed tables that combine the performance across the academic, organizational, and financial domain to produce a tiered rating.

Renewal and Annual Reporting Cycle

- Annual reporting occurs in Spring (April/May) of each year of the contract term following the academic year. (For example FY26 Annual Report is completed in April 2027.)
 - Academic data from schools is typically available July/August after the conclusion of the fiscal year.
 - Financial data relies heavily on the annual audit, which is provided March 30 of the following fiscal year.
 - Charters will have 30 days from the date the draft annual report is provided to review the report for accuracy and bring any concerns to the attention of authorizing staff via email. If no concerns are shared within the 30 day review period, the annual report becomes final.
- A Preliminary report will include all data available in the summer following the academic year. (School year 25-26 preliminary report will be provided by September 15 of 2026.)
 - A complete academic framework picture should be available for PK-8, and mostly available for 9-12.
 - Organizational reporting will be incomplete until the accreditation report is provided.
 - Financial data drawn from year-end school reported financials will be available in August.
 - Charters will have 30 days from the date the draft preliminary report is provided to review the report for accuracy and bring any concerns to the attention of authorizing staff via email. If no concerns are shared within the 30 day review period, the annual report becomes final.
 - In a renewal year, defined as the last year of the charter contract, charters agree to a condensed timeline that begins on the date they submit the year end (Q4) financials and concludes with the end of the charter review period, no later than 17 days prior to the first TPS October board meeting. The authorizer will provide the Preliminary Annual Report as soon as possible, but reserves ten days after receipt of the year end financials to provide the Preliminary Annual Report for charter review.
- The final year of the previous contract is included in the data and reporting for the new contract, for example (see Attachment 3 for table):

Five year contract term example: July 1, 2022 - June 30, 2027.

- Renewal decision is based on 5 years worth of data: FY22 (from previous term), FY23, FY24, FY25, FY26 (partial.)

PK-8 Academic and School Culture Domain

This overarching framework covers all school campuses with pre-kindergarten through grade 8. Floors and targets for NWEA MAP measures are set separately for K-5 and 6-8 grade spans.

Categories

Tulsa Public Schools will use four categories to measure academic performance for all schools serving grades PK-8:

(1) Student Progress: This category includes measures that capture student academic growth in English language arts and math from fall-to-spring on a standardized assessment. Every tested student is included in this category.

(2) Student Achievement: This category includes measures that capture student academic achievement in English language arts and math in any given year or years. It is generally described as “percentage of students scoring” at a grade-level standard. Every tested student in grades K through 8 is included in this category.

(3) School Environment: This category includes measures that capture a school’s climate such as re-enrollment rate and school survey data.

(4) Mission Specific Goal: This optional category includes one school-specific measure.

These four core categories of academic performance apply to every school serving grades K-8, with different points assigned to the categories depending on the grade span of the school.

Student achievement is not applicable for pre-kindergarteners.

Point Earning Summary for the K-8 Academic and Culture Domain

Category	Measure	Possible Points	Floor percentile	Target percentile
Student Progress: grades K-8: 50 total possible points	ELA NWEA-MAP growth	15	25%	75%
	Math NWEA-MAP growth	15	25%	75%
	NWEA-MAP growth - subpopulation	10	25%	75%
	NWEA-MAP growth - subpopulation	10	25%	75%
Student Achievement: 35 possible possible points	NWEA-MAP 50% percentile ELA	12.5	25%	75%
	NWEA-MAP 50% percentile math	12.5	25%	75%
	Subpopulation achievement - ELA	5	25%	75%
	Subpopulation achievement - Math	5	25%	75%
School Environment: 10 possible points	Re-enrollment	5	65%	90%
	School Climate survey	5	Binary measure: Met = 5 points Missed = 0 points	
Mission specific measure	To be determined by the school and approved by Tulsa Public Schools	5	Binary measure: Met = 5 points Missed = 0 points	
Total Points Possible		100		

Tulsa Public Schools is responsible for providing all authorized charter schools with an updated simulation file that includes the values associated with the floors and targets. This simulator must make the underlying calculation method transparent and provide the charter with the ability to explore their performance within the 100 point-earning system.

PK-8 Academic and Culture Domain: Data Sources and Methodology

<i>Student Progress</i>				
This measure is worth a maximum of 30 points: 15 for ELA and 15 for math. - For the 2026-2027 and 2027-2028 years in K-5, the math floor for this measure is 49.4 and the target is 59.2; the ELA floor for this measure is 49.7 and the target is 61.4. - For the 2026-2027 and 2027-2028 years in 6-8, the math floor for this measure is 37.7 and the target is 43.8; the ELA floor for this measure is 41.4 and the target is 48.4.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Progress	School median growth for grades K-8 for ELA and Math	Growth measure that tells how much change or growth there has been in student performance from year to year.	Score as provided by NWEA-MAP and validated by schools. <i>Components</i> Median Growth Percentile Score is calculated by identifying the median of individual students reaching their growth targets. - The N-size must be at least 10 for each year. If the most current year has an n-size of 10 or greater but the year prior does not, only the current year will be included in the measure. <i>Methodology</i> - The percentage of TPS students who have met their growth targets between the Fall and Spring administrations in the same academic year is calculated for school sites (excludes early childhood, alternative, virtual, and criterion magnet sites) - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Only students who have valid Fall and Spring scores are included in the calculation	A measure of student progress that compares changes in a student's scores to other students with similar score performance profiles. It tells how much change or growth there has been in performance from year to year.

Student Progress				
This measure is worth a maximum of 20 points: 10 for ELA and 10 for math. - For the 2026-2027 and 2027-2028 years in K-5, the math floor for this measure is 49.1 and the target is 58.1; the ELA floor for this measure is 49.1 and the target is 59.8. - For the 2026-2027 and 2027-2028 years in 6-8, the math floor for this measure is 37.6 and the target is 43.7; the ELA floor for this measure is 40.6 and the target is 48.1.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Progress	NWEA-MAP Growth - gap measure for ELA and Math	Comparative growth measure for student subpopulations	<i>Methodology</i> - The percentage of TPS ELL and/or ESS and/or Economically Disadvantaged students who have met their growth targets between the Fall and Spring administrations in the same academic year is calculated for non-alternative and non-magnet school sites - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Only students who have valid Fall and Spring scores are included in the calculation - The N-size must be at least 10 for each subgroup. Only subgroups with at least 10 will be reported. If the most current year has an n-size of 10 or greater but the year prior does not, only the current year will be included in the measure.	A measure of student progress that helps us understand whether a charter school is helping students grow at an equitable pace that will eventually lead to proficiency and reduced achievement gaps

Student Proficiency				
This measure is worth a maximum of 25 points: 12.5 for ELA and 12.5 for math. - For the 2026-2027 and 2027-2028 years in K-5, the math floor for this measure is 30.1 and the target is 49.0; the ELA floor for this measure is 32.2 and the target is 47.4. - For the 2026-2027 and 2027-2028 years in 6-8, the math floor for this measure is 11.9 and the target is 15.7; the ELA floor for this measure is 21.2 and the target is 31.7.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Proficiency	NWEA-MAP, ELA and Math	Percentage of students scoring at or above the 50% percentile	Score as provided by NWEA-MAP and validated by schools <i>Methodology</i> - The percentage of TPS students who have scored at or above the 50th percentile based on NWEA national norms at the Spring administration is calculated for non-alternative and non-magnet school sites - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Only students who have a valid Spring score are included in the calculation	This category shows the percentage of students performing above the national median

Student Proficiency

This measure is worth a maximum of 10 points: 5 for ELA and 5 for math.

- For the 2026-2027 and 2027-2028 years in K-5, the math floor for this measure is 29.2 and the target is 47.1; the ELA floor for this measure is 31.0 and the target is 45.3.
- For the 2026-2027 and 2027-2028 years in 6-8, the math floor for this measure is 11.7 and the target is 14.4; the ELA floor for this measure is 20.7 and the target is 30.0.

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Subgroup Proficiency	NWEA-MAP, ELA and Math	Comparative student achievement measure for student subpopulations	<i>Methodology</i> • The percentage of TPS ELL and/or ESS and/or Economically Disadvantaged students who have scored at or above the 50th percentile based on NWEA national norms at the Spring administration is calculated for non-alternative and non-magnet school sites • Each school is ranked based on the percentage from lowest to highest • The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools • The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools • Only students who have a valid Spring score are included in the calculation • The N-size must be at least 10 for each subgroup. Only subgroups with at least 10 will be reported	A measure of student progress that helps us understand whether a charter school is helping students grow at an equitable pace that will eventually lead to proficiency and reduced achievement gaps

School Environment				
This measure is worth a maximum of 5 points. For the 2026-2027 and 2027-2028 years, the floor will be 65% and the target will be 90%.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
School Environment	Re-enrollment	Re-enrollment percentage of students enrolled consecutive years	Components Fall Enrollment Audit for current and previous year, First Quarter Statistical review for previous year, Letter from Charter School Leader Metric Number of students present for current year enrollment audit that were also enrolled at the time of the prior year enrollment audit /ADM from prior year FQSR excluding the exiting year x 100 The Charter School Leader reports by grade span the percentage of students re-enrolling using the Fall Enrollment Audit from previous year and current year to determine the percentage of students from the previous year that are currently enrolled.	Used to assess student and guardian satisfaction and dropout rate.

School Environment

This measure is worth a maximum of 5 points.

It is a binary measure and schools will earn full points if they meet their target. They will receive zero points if they miss their target.

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
School Environment	Charter sector-wide school survey	A survey developed by the sector to assess and report and school health	Annually in the Spring, a common third party will administer a survey of guardians. Data will be compiled by the third party and delivered to TPS no later than June 30 of each year for each group surveyed. TPS and Charters will agree on metrics that will be published in the compliance tracker. Any changes will be made annually before August 30.	School community health is a factor in charter success and a focus of each school within their applications.

Mission-Specific Measure

This measure is worth a maximum of 5 points.

It is a binary measure and schools will earn full points if they meet their target. They will receive zero points if they miss their target.

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Mission-specific measure	School approved Mission Specific Goal (MSG)	The Mission Specific Goal measures a specific commitment of the LEA to the school.	This measure is optional. For a school to include a MSG on the PK-8 PF, the charter must submit an application to TPS for review and approval. Applicants must submit the completed application to TPS by January 30 to be included for the following year's PF. The goal will continue to be displayed for each grade span until the charter submits a new application or reports the measurement is no longer available. Mission Specific data are provided by school and validated by TPS when possible.	Charter schools are awarded charters based on the innovation of their program. This display option allows schools the option to show the results of their MSG to all stakeholders.

9-12 Academic and Culture Domain

This framework will be used as a common accountability measure for all high school campuses. The High School PF covers grades 9 through 12. A school must have at least a grade 10 to be evaluated using the high school framework.

If a high school does not contain the grade for which a common measure applies, the points associated with that measure are removed and the total possible points available are adjusted.

Categories

TPS will use four categories to measure academic performance for all schools serving grades 9-12:

(1) Student Progress: This category includes measures that capture student academic growth in English language arts and math on the state assessment from spring to spring.

(2) College and Career Readiness: This category includes measures that capture critical achievement and preparation for college and career readiness.

(3) School Environment: This category includes measures that capture a school's climate using measures including re-enrollment rate and school survey data.

(4) Mission Specific Goal: This optional category includes one school-specific measure.

These four core categories of academic performance apply to every school ending in grades 9-12, with different points assigned to the categories depending on the grade span of the school.

Point Earning Summary for the 9-12 Academic and Culture Domain

Each measure has specific approved points, which describe how much the measure will impact the overall score.

Category	Measure	Possible Points	Floor	Target
Student Progress: 45 possible points	ACT growth, Math	12.5	25%	75%
	ACT growth, ELA	12.5	25%	75%
	ACT subpopulation growth, ELA	10	25%	75%
	ACT subpopulation growth, Math	10	25%	75%
College and Career Readiness Measures: 40 possible points	Four-Year Graduation Rate	10	25%	75%
	ACT college readiness - ELA	10	25%	75%
	ACT college readiness - Math	10	25%	75%
	Subpopulation college readiness - ELA	5	25%	75%
	Subpopulation college readiness - MATH	5	25%	75%
School Environment: 10 possible points	Re-Enrollment	5	65%	90%
	School Climate Survey	5	Binary measure: Met = 5 points Missed = 0 points	
Mission specific measure	To be determined by the school and approved by Tulsa Public Schools	5	Binary measure: Met = 5 points Missed = 0 points	
Total Points Possible		100		

Tulsa Public Schools is responsible for providing all authorized charter schools with an updated simulation file that includes the values associated with the floors and targets. This simulator must make the underlying calculation method transparent and provide the charter with the ability to explore their performance within the 100 point-earning system.

9-12 Academic and Culture Domain; Data Sources and Methodology: Student Progress

<i>Student Progress</i>				
This measure is worth a maximum of 25 points: 12.5 for ELA and 12.5 for math. For the 2026-2027 and 2027-2028 years, the math floor for this measure is 39.4 and the target is 44.3; the ELA floor for this measure is 39.6 and the target is 56.2.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Progress	School median growth for grades 10-11	Growth measure that tells how much change or growth there has been in student performance from year to year.	<i>Methodology</i> • The percentage of TPS students who took the district-administered PSAT in 10th grade who meet or exceed their projected growth on the ACT in 11th grade is calculated for non-alternative and non-criteria magnet high school sites • Each school is ranked based on the percentage from lowest to highest • The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools • The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools • This will be compared to the percentage of charter school students who took the Pre-ACT in 10th grade who meet or exceed their projected score on the ACT in 11th grade. • Only the Math, English, and Reading sections will be used. • In accordance with the State Department of Education's practices, the English and Reading subsection scores of the ACT will be combined for a maximum subsection score of 72.	A measure of student progress that compares changes in a students' scores to other students with similar score performance profiles. It tells how much change or growth there has been in performance from year to year.

Student Progress				
This measure is worth a maximum of 20 points: 10 for ELA and 10 for math. For the 2026-2027 and 2027-2028 years, the math floor for this measure is 37.8 and the target is 43.7; the ELA floor for this measure is 38.9 and the target is 55.0.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Student Progress	ACT testing suite comparative growth measure	Comparative growth measure for student subpopulations	Score as provided through ACT scoring services. <i>Methodology</i> - The percentage of ELL and/or ESS and/or Economically Disadvantaged TPS students who took the district-administered PreACT in 10th grade who meet or exceed their projected growth on the ACT in 11th grade is calculated for non-alternative and non-criteria magnet high school sites - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - This will be compared to the percentage of ELL and/or ESS and/or Economically Disadvantaged charter school students who took the Pre-ACT in 10th grade who meet or exceed their projected score on the ACT in 11th grade. - Only the Math, English, and Reading sections will be used. - In accordance with the State Department of Education's practices, the English and Reading subsection scores of the ACT will	A measure of student progress that helps us understand whether a charter school is helping students grow at an equitable pace that will eventually lead to proficiency and reduced achievement gaps

			be combined for a maximum subsection score of 72. The N-size must be at least 10 for each subgroup. Only subgroups with at least 10 will be reported	
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College and Career Readiness				
This measure is worth a maximum of 10 points. For the 2026-2027 and 2027-2028 years, the floor for this measure is 58.9 and the target is 74.4.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
College and Career Readiness	4-year graduation rate	Description of graduation rate defined by a 4-year cohort	Methodology - The graduation rate at non-alternative and non-criteria magnet high schools is calculated using state-certified results - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Results are often delayed, so the rate used will be 1 year behind.	This measure expresses the degree to which the school supports students in successfully completing graduation requirements.

College and Career Readiness				
This measure is worth a maximum of 20 points: 10 for ELA and 10 for math. For the 2026-2027 and 2027-2028 years, the math floor for this measure is 1.1 and the target is 5.7. For the 2026-2027 and 2027-2028 years, the ELA floor for this measure is 9.8 and the target is 17.8.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
College and Career Readiness	ACT	College readiness, ELA and Math	Methodology • The percentage of TPS students who took the district-administered ACT scoring at or above the college, career, readiness benchmark (21 in Math and 37 in combined English and Reading sections) in 11th grade according to the State Department of Education is calculated for non-alternative and non-criteria magnet high school sites • Each school is ranked based on the percentage from lowest to highest • The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools • The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools • Only the Math, English, and Reading sections will be used. • In accordance with the State Department of Education's practices, the English and Reading subsection scores of the ACT will be combined for a maximum subsection score of 72. • Testing will be administered in accordance with the PreACT and ACT test coordinators handbook.	This measure expresses the degree to which the school is preparing students for the academic expectations they will face in college.

College and Career Readiness				
This measure is worth a maximum of 10 points: 5 for ELA and 5 for math. For the 2026-2027 and 2027-2028 years, the math floor for this measure is 0.9 and the target is 4.7. For the 2026-2027 and 2027-2028 years, the ELA floor for this measure is 8.8 and the target is 16.5.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
College and Career Readiness	ACT	Comparative college readiness measure for student subpopulations	<i>Methodology</i> - The percentage of ELL and/or ESS and/or Economically Disadvantaged TPS students who took the district-administered ACT scoring at or above the college, career, readiness benchmark (21 in Math and 37 in combined English and Reading sections) in 11th grade is calculated for non-alternative and non-criteria magnet high school sites - Each school is ranked based on the percentage from lowest to highest - The floor is set at the 25th percentile which means the percentage that is higher than the bottom quarter of TPS schools - The target is set at the 75th percentile which means the percentage that is higher than the bottom three-fourths of TPS schools - Only the Math, English, and Reading sections will be used. - In accordance with the State Department of Education's practices, the English and Reading subsection scores of the ACT will be combined for a maximum subsection score of 72. - The N-size must be at least 10 for each subgroup. Only subgroups with at least 10 will be reported	A measure of student progress that helps us understand whether a charter school is helping students grow at an equitable pace that will eventually lead to proficiency and reduced achievement gaps

School Environment				
This measure is worth a maximum of 5 points. For the 2026-2027 and 2027-2028 years, the floor will be 65% and the target will be 90%.				
Category	Measure	Description	Components, Metric, Additional Notes	Rationale
School Environment	Re-enrollment	Re-enrollment percentage of students enrolled consecutive years	Components Fall Enrollment Audit for current and previous year, First Quarter Statistical Review for previous year, Letter from Charter School Leader Metric Number of students present for current year enrollment audit that were also enrolled at the time of the prior year enrollment audit/ADM from Prior year FQSR minus the exiting year x 100 Charter School Leader reports percentage of students re-enrolling using the Fall Enrollment Audit from previous year and current year to determine the percentage of students from the previous year that are currently enrolled.	Used to assess student and guardian satisfaction and dropout rate.

School Environment

This measure is worth a maximum of 5 points.

It is a binary measure and schools will earn full points if they meet their target. They will receive zero points if they miss their target.

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
School Environment	Charter sector-wide school survey	A survey developed by the sector to assess and report and school health	Annually in the Spring, a common third party will administer a survey of guardians. Data will be compiled by the third party and delivered to TPS no later than June 30 of each year for each group surveyed. TPS and Charters will agree on metrics that will be published in the compliance tracker. Any changes will be made annually before August 30.	School community health is a factor in charter success and a focus of each school within their applications.

Mission-Specific Measure

This measure is worth a maximum of 5 points.

It is a binary measure and schools will earn full points if they meet their target. They will receive zero points if they miss their target.

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Mission-specific measure	School approved Mission Specific Goal (MSG)	The Mission Specific Goal measures a specific commitment of the LEA to the school.	This measure is optional. For a school to include a MSG on the 9-12 PF, the charter must submit an application to TPS for review and approval. Applicants must submit the completed application to TPS by January 30 to be included for the following year's PF. The goal will continue to be displayed for this grade span until the charter submits a new application or reports that the measurement is no longer available. Mission Specific data are provided by school and validated by TPS when possible.	Charter schools are awarded charters based on the innovation of their program. This display option allows schools the option to show the results of their MSG to all stakeholders.

Financial Domain

Charter financial health is an indicator of the school's ability to provide quality instruction and safety for the students and staff. This domain includes categories that create an overall picture of the ability of a school to meet debt obligations, the goals set forth in their charter, grow their program, and the capacity of the board to monitor finances. An explanation of how a school's performance on Financial Measures affects their tier can be found on page 5, with further details in Attachment 2.

Financial Performance Categories

The charter financial performance domain contains three categories to demonstrate overall financial health. Within each category are measures that are scored with Meets Standard or Falls Below Standard, with some containing a possible score of Approaches Standard. A comprehensive look at each measure's metrics and scoring can be found beginning on p. 29, under Data Sources and Methodologies for Financial Measures.

Near-term financial health

This section of the financial framework is designed to depict the school's financial position and viability in the upcoming year. Schools meeting the standards demonstrate a low risk of financial distress in the coming year. Schools that fail to meet one or more of the standards may currently be experiencing financial difficulties and/or are at higher risk for financial hardship in the near term. These schools may require additional review and immediate intervention on the part of the authorizer.

Measures include: Current Ratio, Unrestricted Days Cash

Long-term financial health

This section of the financial framework is designed to depict a school's financial position and viability over time. Schools that meet the desired standards demonstrate a lower risk of financial distress in the future. Schools that fail to meet the standards may be at higher risk for financial hardship in the future.

Measures include: Total Margin and Aggregated Three-Year Total Margin, Fund Balance, and Enrollment Stability

Financial Management and Oversight

This section of the financial framework is designed to depict a school's ability to manage and oversee its finances well. Authorizers have a responsibility to protect the public's interest and must annually evaluate and monitor on a regular basis the extent to which the school is responsibly managing and overseeing its finances including the willingness and ability to make timely adjustments, use financial forecasting and the ability to submit financial reporting as required. Schools that meet the desired standards demonstrate a lower risk of financial distress. Schools that fail to meet the standards may be at higher risk for financial hardship in the near future and can have a lasting effect.

Measures include: Annual Financial Audit and Financial Capacity

Implementation Recommendation on Financial Domain

- A school's performance on the framework annually informs authorizer oversight activities, i.e., a school that has strong performance on the framework has standard oversight; a school with concerns on the framework may warrant additional oversight and expanded document requests (see Attachment 4);
- While performance on the framework annually matters on the near-term and sustainability indicators and should be reported, performance in the final year on these indicators is most important in terms of renewal decisions. They most clearly answer the questions around the school's current financial health and sustainability at the time of renewal.
 - Performance on the financial management and oversight indicator should be looked at in terms of trends and ongoing performance to answer the question of whether this school has the capacity to effectively manage and oversee public funds.

Data Sources and Methodology for Financial Measures

Category	Measure	Description	Components, Metric, Additional Notes	Rationale
Near-term financial health	Current Ratio	Determine if school Meets Standard using Quarter 4 financial report, audit	Metric Current Assets/Current Liabilities Meets standard: 1.1 or greater Approaches standard: greater than or equal to .9 and less than 1.1 Falls below standard: less than .9 The current ratio in the annual report is populated using the quarter 4 financial report, and as it becomes available, adjusted to reflect the numbers in the independent audit.	Is the school meeting its financial obligations?
Near-term financial health	Unrestricted days cash	Determine if school Meets Standard using Quarter 4 financial report, audit	Metric Unrestricted cash/[total expenses/365] Meets Standard: 60 days or 30-60 days with one year positive trend Approaches standard: 15-30 days or 30-60 days with one year negative trend Falls below standard: Fewer than 15 days cash Unrestricted days cash is populated in the annual report using the quarter 4 financial statement and updated the following year as the financial audit becomes available. In FY23, any trends will be assessed using FY22 audit information.	Does the school have the cash available to fund operations?
Long-term financial health	Total Margin and Aggregated Three-Year Total Margin	Determine if school Meets Standard using Quarter 4 financial report, audit	Metric Total margin: Net income/total revenue Aggregated three year total margin: total 3 year average net income/total 3 year average total revenue Meets standard: Aggregated 3 year total margin ratio is positive, and most recent year total margin is positive, or aggregated 3 year total margin ratio is greater than -1.5%, the trend is positive for the last two years and the most recent year total margin is positive Falls below standard: Aggregated 3 year total margin is greater than -1.5% but trend does not meet standard	Is the school living within its available resources, therefore, not needing to use fund balance to operate?

			Total margin and aggregated three year margin are populated using the quarter 4 financial statements and updated the following year as the financial audit becomes available. In FY23, any trends will be assessed using FY22 audit information.	
Long-term financial health	Fund Balance	Determine if school Meets Standard using the annual audit	Fund balance/Operating Expenses Meets standard: Greater than or equal to 16.67 of total annual operating expenses (representing 2 months) Approaches standard: Greater than 8.33% and less than 16.67% of total annual operating expenses Falls below standard: Less than or equal to 8.33% of annual operating expenses Fund balance is pulled directly from the audit and will be populated in the annual report as it's made available.	Does the school have sufficient reserves on hand to serve as a cushion for unexpected situations or to help fuel growth or investment in new programs?
Long-term financial health	Enrollment stability	Determine if the school Meets Standard using the Certified October 1 Student Count data for current and previous 4 years.	Metric Current year enrollment $\geq$ 95% of Enrollment 5 years ago and Current Year Enrollment $\geq$ 95% of Previous Year Enrollment Meets standard: Current year actual enrollment is $\geq$ 95% of enrollment 5 years ago, and current year actual enrollment is $\geq$ 95% of previous year enrollment Approaches standard: Current year actual enrollment is $\geq$ 95% of enrollment 5 years ago, <u>or</u> current year actual enrollment is $\geq$ 95% of previous year enrollment Falls below standard: Current year actual enrollment is less than 95% of enrollment 5 years ago, or Current year actual enrollment is less than 95% of previous year enrollment Enrollment stability will be determined using the certified October 1 student count numbers for each year.	Is the school's enrollment trend stable?
Fiscal management and oversight	Annual financial audit	Determine if school Meets Standard using annual financial audit	Meets standard: Audit includes: • an unqualified/unmodified opinion • no material weaknesses or significant deficiencies • no repeat findings Falls below standard: Audit includes any one of the following: • a qualified audit opinion • significant finding and condition, a material weakness, or a significant internal control weakness	Is the school's audit of the financial statements satisfactory?

			• a going concern disclosure • repeat findings The financial audit information will be populated as it is received. This will typically mean this measure is left blank in the current year annual report and populated in the following year's annual report.	
Fiscal management and oversight	Oversight capacity	Determine if the school Meets Standard using information from interviews, board minutes and reporting materials, and financial policies.	Meets standard: • School has appropriate financial policies • Board reviews quality financial statements at least quarterly • Board engages in financial forecasting • School has on staff or contracts with appropriate financial expertise Falls below standard: The school does not oversee the financial health and activities by materially completing the items in Meets the Standard. TPS will collect evidence of the charter board's capacity to manage and oversee the school's finances. Evidence may include but is not limited to the following: board and director interviews, board minutes and reporting materials, financial policies, and state reports.	Does the school have the capacity to oversee the financial health and activities of the school?

Organizational Domain

Charter organizational health is an indicator of the school's ability to provide appropriate oversight and compliance with federal, state and local laws, adherence to the school's charter, and respecting the rights of students, staff, and families. This domain includes categories that create an overall picture of the school's ability to maintain a safe, inclusive environment, deliver the instructional program presented in the charter, and follow applicable laws. An explanation of how a school's performance on Organizational Measures affects their tier can be found on page 5, with further details in Attachment 2.

Organizational Performance Categories

The charter organizational performance domain contains five categories to demonstrate overall organizational health. Within each category are measures that are scored with Meets Standard or Falls Below Standard, and Yes or No. A comprehensive look at each measure's metrics and scoring can be found beginning on p. 33, under Organizational Performance Categories.

Implementation Recommendation on Organizational Domain

- A school's performance within the organizational domain annually informs authorizer oversight activities, i.e., a school that has strong organizational performance has standard oversight; a school with concerns may warrant additional oversight and expanded document requests (see Attachment 4);
- While performance annually matters on organizational indicators and should be reported, trends and patterns, as well as performance in the final full reported year matter most in terms of renewal decisions. They most clearly answer the questions around the school's current organizational health and sustainability at the time of renewal.
- Information gained can be used for several purposes, including:
 - Monitoring schools that don't yet have sufficient academic or financial data
 - Determining the degree to which issues in other domains of the Performance Framework are systemic
 - Providing supplemental information for high-stakes decisions

Organizational Performance Categories

Category 1: Governing in the public interest

Measure 1a: Is the board complying with basic governance requirements?	
Possible Sources: Corporate formation documents, charter application, charter contract, assurances of compliance with ethics and conflicts requirements; board meeting agendas, materials, and minutes; OSDE accreditation; school board policies; compliance documents	Yes or No The board materially complies with applicable laws and charter contract provisions regarding governance, including, but not limited to: Check at application stage, and review subsequent modifications: • Board bylaws, including election of officers • Board composition and/or membership rules (e.g., community representation, requisite number of qualified teachers, ban on employees or contractors serving on the board, etc.) On assurances form or included in contract: • State public records law • Code of ethics • Background checks • Conflicts of interest Annual review: • Accreditation requirements (including open meetings, board member training)
Measure 1b: How well is the board fulfilling its management duties?	
Sources: Board policies, meeting agendas, materials, and minutes; school leader job postings; evaluations; compliance documents	Meets Standard: The board demonstrates strong governance through policies and practices that foster accountability for performance: • The board has and follows a written policy and procedure for hiring and evaluating the school or network leader. • Board members regularly review academic performance and data on organizational health to ensure all students are learning and the school is meeting performance expectations as outlined in the charter contract. • Board ensures school administration is completing authorizer compliance in a timely manner, meeting expectations 8/10 months.

Category 2: Creating great places to work

Measure 2a: Is the school complying with basic staffing requirements?	
Sources: Assurances form; staff background checks;	Yes or No The school materially complies with applicable laws and charter contract provisions regarding employee qualifications and rights, including, but not limited to: • Background checks and clearances (for employees, contractors, and volunteers) • Employee rights, including those relating to the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and employment contracts
Measure 2b: How well is the school creating a work environment that fosters the professional growth and retention of effective employees?	
Sources: employee survey results, teacher retention rates	Meets Standard: An established percentage of staff agree that the school fosters a work environment that meets the criteria to be developed in the OPSRC staff survey. Reported annual teacher retention rates are at or above 70% excluding teachers exited for performance.

Category 3: Supporting students

Measure 3: Is the school open and accessible to all students and are student rights protected?	
Sources: Assurances form, charter agreement, OSDE accreditation and supplementary reports; suspension data; school board policies and examples of forms; site visit observations and community stakeholders	Yes or No The school materially complies with the following requirements: • Enrollment, lottery, and admissions procedures in OKLA STAT 70-3-136. • The collection and protection of student information per FERPA and State law • Due process protections in State law and school policy • Programs and operations are non-sectarian

Category 4: Delivering the education program

Measure 4a: How effectively is the school enacting the key design elements of its education program?	
Sources: Site visits, interviews with community stakeholders, amendments to charter, required reports, accreditation and state reports	Meets Standard: The school allocates resources and aligns operations to put the key elements of its education program into practice with fidelity (e.g., social emotional learning, mentoring, apprenticeships, or Montessori). As applicable, TPS may review: • Qualified staff are hired to provide program elements specific to the school. • Any applicable certifications are maintained. • Evaluation of school leadership is tied to fidelity to the education program. • The school communicates the key design elements sufficiently for families to distinguish the school's program from that offered by other schools in the community. • The school is making progress on outcome goals based on key design elements or "mission-specific" attributes of the educational program (chosen by the school) • Student attendance
4b: Is the school filling its responsibilities for students with disabilities?	
Sources: SPED manual; verified complaints; information from SDE (e.g., desktop audits); Enroll Tulsa policies	Yes or No. The school materially complies with applicable laws relating to serving students with disabilities who currently qualify or who may qualify for services pursuant to the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act (ADA), including but not limited to: • Equitable access and opportunity to enroll • Identification and referral • Appropriate development of Individualized Education Programs (IEPs) and Section 504 plans, including access to the school's facility and programs • Operational compliance, including provision of services in the least restrictive environment and appropriate inclusion in the school's academic program, assessments, and extracurricular activities • Discipline, including due process protections, manifestation determinations, and behavioral intervention plans • Appropriate use of all available funding
4c: Is the school complying with requirements for students that qualify as English Language Learners (ELLs)?	

Sources: Enroll Tulsa policies; Title III monitoring and compliance reports; ELL corrective action plans	Yes or No. The school materially complies with laws (including Title III of the Elementary and Secondary Education Act relating to requirements regarding English Learners (ELs), including but not limited to: • Equitable access and opportunity to enroll • Required policies related to the service of English Learners • Compliance with native language communication requirements, including translation of all documents and availability of translators for students and families whose first language is English • Proper steps for identification of students in need of EL services • Appropriate and equitable delivery of services to identified students • Appropriate accommodations on assessments • Exiting of students from EL services • Ongoing monitoring of exited students
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Category 5: Creating a safe and positive learning environment (safety and facilities)

Measure 5: Is the school complying with safety requirements for all students?	
Sources: State agency (Accreditation report); Food Handlers Permits (non-TPS CNS only)	Yes or No. The school materially complies with laws relating to the school facilities, grounds, and transportation, including but not limited to: • Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA) • Fire inspections and related records • Viable certificate of occupancy and facility inspection • Documentation of requisite insurance coverage • Student transportation safety requirements • Appropriate nursing services and dispensing of pharmaceuticals

Attachments

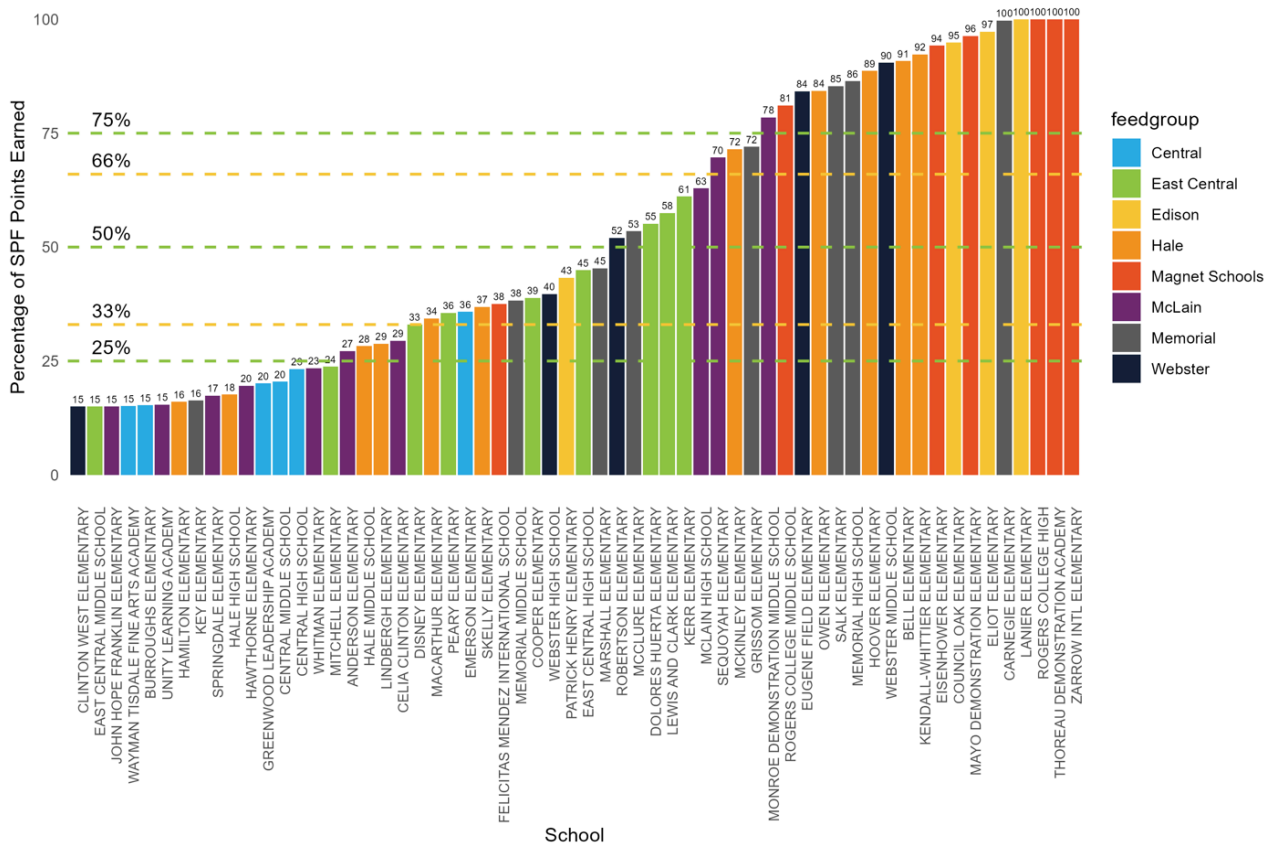
Attachment 1: Method for Setting Tier Cut Scores

Tulsa Public Schools calculates tier cut scores by calculating an estimated academic and culture domain score for most Tulsa Public Schools. This calculation method is as is described in this technical guide, but the following measures were excluded: (1) reenrollment, (2) climate survey, and (3) mission-specific score.

This exercise allows us to produce a distribution of most Tulsa Public Schools. See figure 1 below. We excluded the academic criterion magnet schools, alternative sites, early childhood sites, and Tulsa Virtual Academy because of significant differences in student population and instructional model.

Once the distribution is established, we evaluate the overall distribution to identify sound cut scores based on percentiles. For the 2026-2027 and 2027-2028 year, we established cut scores at the 75th and 33rd percentile. This method contextualizes Tulsa-authorized charter school performance within the unique conditions and context of Tulsa. It enables us to answer questions about charter school performance compared to Tulsa schools and set the expectation that charters provide better educational options than are otherwise available in Tulsa.

Figure 1: Distribution chart based on SY26



Attachment 2: Detailed Tables for Calculating Tiers Based on Performance Against the Framework

The tables below further detail how the tiers are affected by academic, financial and organizational performance. A recommendation for renewal or expansion is based on the performance over the duration of the contract years. For charters requesting renewal, this usually includes the year prior to the start of the new contract.

The scores listed are in effect for the 2026-2027 and 2027-2028 school years. Prior to the 2028-2029 school year, the district shall recalculate district performance and if necessary, reset cut scores by replicating the method described in this guide.

	Academic domain score of 75 or above			
	Organizational domain			
Financial domain		Meets the standard on at least 7 of 9 ratings	Meets at least 6 of 9 ratings	Meets fewer than 5 of 9 ratings
	No more than two “approaches the standard” ratings and no “fails to meet standard” ratings	Tier 1	Tier 2	Tier 2
	More than 2 “approaches the standard” ratings and 1 “fails to meet standard” rating; does not fail audit standards	Tier 2	Tier 2	Tier 2
	More than 2 “fails to meet standard” rating and more than 2 “approaches the standard” rating; fails audit standard	Tier 3	Tier 3	Tier 3

Tier 1	Tier 2	Tier 3
Corresponds to a 5-year renewal recommendation	Corresponds to a 3-4-year renewal recommendation	Corresponds to a 2-year renewal recommendation or less

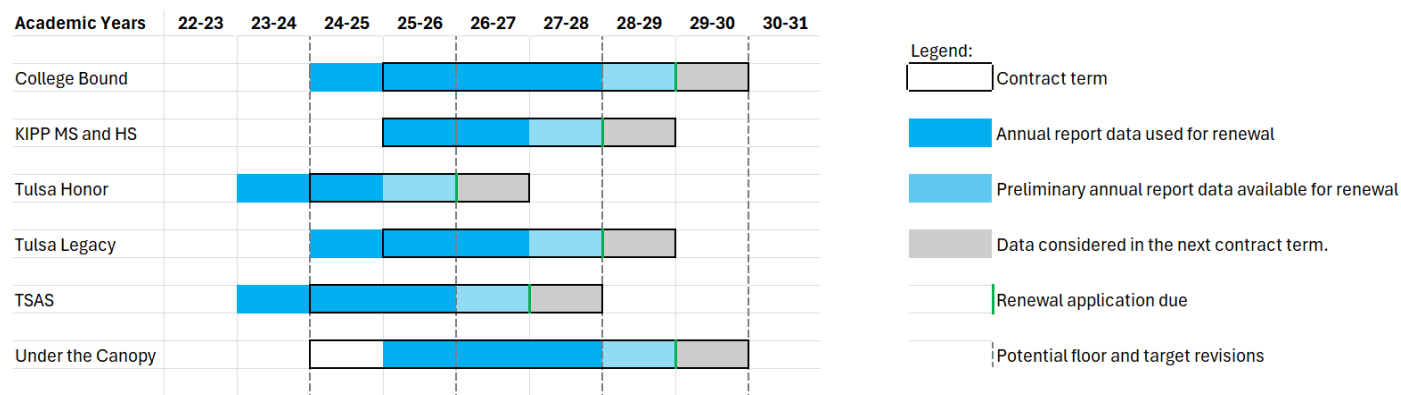
	Academic domain score of 33.1 - 74.9			
	Organizational domain			
Financial domain		Meets the standard on at least 7 of 9 ratings	Meets at least 6 of 9 ratings	Meets fewer than 5 of 9 ratings
	No more than two “approaches the standard” ratings and no “fails to meet standard” ratings	Tier 2	Tier 2	Tier 2
	More than 2 “approaches the standard” ratings and 1 “fails to meet standard” rating; does not fail audit standards	Tier 2	Tier 2	Tier 2
	More than 2 “fails to meet standard” rating and more than 2 “approaches the standard” rating; fails audit standard	Tier 3	Tier 3	Tier 3

Tier 1	Tier 2	Tier 3
Corresponds to a 5-year renewal recommendation	Corresponds to a 3-4-year renewal recommendation	Corresponds to a 2-year renewal recommendation or less

	Academic domain score of 32.9 or lower			
	Organizational domain			
Financial domain		Meets the standard on 7 9 ratings	Meets at least 6 of 9 ratings	Meets fewer than six ratings
	No more than two “approaches the standard” ratings and no “fails to meet standard” ratings	Tier 3	Tier 3	Tier 3
	More than 2 “approaches the standard” ratings and 1 “fails to meet standard” rating; does not fail audit standards	Tier 3	Tier 3	Tier 3
	More than 2 “fails to meet standard” rating and more than 2 “approaches the standard” rating; fails audit standard	Tier 3	Tier 3	Tier 3

Tier 1	Tier 2	Tier 3
Corresponds to a 5-year renewal recommendation	Corresponds to a 3-4-year renewal recommendation	Corresponds to a 2-year renewal recommendation or less

Attachment 3: Transition Schedule from Previous to Current Charter Performance Framework



Attachment 4: Submission Summary and Schedule

Documents below are collected directly from charters, due the last day of the month unless otherwise noted. Items in brackets are collected directly from the source through a data sharing agreement. The district acknowledges that the charter relies on state agencies and vendors to provide some of the documents below. While the charter should make every effort to ensure they provide documents on time, they will be held harmless for delays outside of their control, including changes to dates by TPS, even if it's excluded from the grace period. A 10-day grace period is given for all items unless indicated below where timelines impact the authorizer's ability to provide timely information.

Month	Description
July	Board approved school calendar Board approved school budget Certificate of insurance Renewing Charters: Q4 Financial report from previous year due as soon as provided by your vendor, no later than 8/30
August	Q4 Financial report from previous year (excluded from grace period)Update general charter information Prior year accreditation report Prior year unique suspension data Copy of fully executed facility lease agreement(s) if relevant
September	Fall enrollment verification (due September 15) (excluded from grace period) Fall enrollment audit
October	ONLY IF CHANGES HAVE BEEN MADE: Provide any updates to board bylaws, policies, special education policies and procedures manual, and student enrollment policies
November	[Fall MAP] October FQSR Q1 Financial report Re-enrollment letter from Charter School Leader
January	ONLY IF SCHOOL IS USING: Submit Mission Specific Goal for next academic year
February	Q2 financial report Spring enrollment verification Preliminary seat counts for Enroll Tulsa by grade level (due Feb. 15) (excluded from grace period)
March	Final seat counts for Enroll Tulsa (Due March 1) (excluded from grace period) Report number of ELL corrective action plans required Report OSDE annual Special Education reviews and desktop audits State Certified Graduation Rate Prior year financial audit (excluded from grace period)

May	Sector-wide school survey Q3 financial report
June	IF PARTICIPATING: Mission specific measure results [Spring MAP] [ACT and PreACT results] Financial and academic board report materials that have not been previously provided or made available on school website Assurances letter from charter board

Documents collected through data sharing added to submission calendar above in parentheses:

MAP (Fall and Spring administrations with IEP/ELL demographic information)

ACT (Spring administrations with student ID/student number/State ID, IEP/ELL and grade level demographic information)

PreACT (Fall administrations with student ID/student number/State ID, IEP/ELL and grade level demographic information)

Documents which may be requested if additional information is needed or TPS is unable to access through OSDE or other means:

Board meeting minutes and reporting materials

Non-profit verification

Financial policies

Corporate formation documents

Charter application and amendments

School leader job postings and evaluations

Charter contract and amendments

School board policies

Special education policies and procedures manual

Student handbook detailing student enrollment policies

Student application forms

OSDE Title III monitoring

Food handlers permits

Staff employee handbook and contract

Background checks

Fully executed facility lease and/or facility lease-purchase agreements

Any documents allowed by law and the charter contract required to assess compliance

Attachment 5: Strong Readers Act and Multilingual Learner Testing Exemptions / Exclusions, updated Fall 2024

Exclude OAAP students with an IEP

TPS follows the Strong Readers Act which includes exclusions for Deaf students and those that use Braille.

Exclude multilingual learner students who didn't take the MAP test and transferred out of TPS during the testing window (count separately by subject)

Newcomers can take the Spanish Reading test for the first administration test only.

Multilingual learners in grades K-3 who are in their first 12 months in an English language development program are now exempt from the universal screener (MAP Growth - Reading) and the dyslexia screener.

Multilingual learners in grades K-3 who have been in an English language development program for more than 12 months must continue to participate in the universal screener (MAP Growth - Reading).

All students must take the MAP Growth - Reading in English. For students in dual language programs or newcomers who speak Spanish, the MAP Growth - Reading in Spanish may also be administered following the administration of the required assessment in English if it will provide beneficial information for the instruction of the student.

Students who have just enrolled from another country are exempt from participating in the first MAP administration following their enrollment.

Students may discontinue the MAP Growth assessments, using a stop/discontinue form, if they have reached a frustration point after attempting a minimum of five questions.

Principals may still elect to test newcomer students in English or Spanish.

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Other (KIPP Tulsa College Preparatory, Inc. d/b/a KIPP Tulsa University Preparatory and Tulsa Public Schools)	56cdd57b-f46f-4ce1-b486-685adc8bad3e

Contract signed by:

Susan Lamkin		Signer ID:	d7300604-e45b-4cd5-af2b-1551d446b902
		Email:	board7@tulsaschools.org
Date / Time:	Jul 1, 2026 at 5:32 PM UTC		
IP Address:	98.190.115.247		
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/149.0.0.0 Safari/537.36 Edg/149.0.0.0		

Coversheet

Approval of Lease Agreement with Tulsa Facilities, LLC for KIPP Tulsa College Preparatory Middle School

Section: VI. Action Agenda
Item: C. Approval of Lease Agreement with Tulsa Facilities, LLC for KIPP Tulsa
College Preparatory Middle School
Purpose: Vote
Submitted by:
Related Material: Tulsa Facilities Lease Agreement - KIPP final clean WH.docx.pdf

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of July 1, 2026 (the "**Effective Date**"), by and between **Tulsa Facilities, LLC**, a Delaware limited liability company, whose principal address for notice is P.O. Box 2030, Bentonville, Arkansas 72712, Attn: Laura Fiemann ("**Landlord**") and **KIPP Tulsa College Preparatory Middle School** an Oklahoma nonprofit corporation, whose principal address for notice is 1661 E. Virgin St., Tulsa, OK 74106 Attn: Donterrio Marzett ("**Tenant**").

RECITALS

WHEREAS, Landlord is a Delaware limited liability company organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is committed to supporting access to quality public education through charter schools;

WHEREAS, Tenant is a nonprofit corporation operating, or intending to operate, an open enrollment charter school pursuant to the Oklahoma Charter Schools Act, 70 Okla. St. Ann. § 3-130 et seq., and is dedicated to providing high-quality educational opportunities to students in the community;

WHEREAS, Landlord recognizes that charter schools such as Tenant face significant barriers to obtaining suitable facilities due to limited access to capital, difficulty securing traditional financing, and the high cost of acquiring, developing, and improving real property for use as school facilities;

WHEREAS, Landlord has established a charitable program to assist qualified charter schools in obtaining and eventually owning suitable school facilities that such schools would not otherwise be able to afford or acquire;

WHEREAS, as part of its charitable mission and program, Landlord is willing to acquire, develop, and improve the Premises, lease the Premises to Tenant on below-market terms that include rent credits toward the purchase price, and provide Tenant with an option to purchase the Premises, thereby enabling Tenant to operate its charter school and ultimately acquire ownership of a facility that Tenant could not otherwise afford through conventional financing or market-rate lease arrangements;

WHEREAS, this Lease is structured as a rent-credit lease under which a portion of Tenant's rental payments will be credited toward the purchase price if Tenant exercises its option to purchase, with the rent credits and below-market rental structure constituting a charitable benefit provided by Landlord to further its exempt charitable and educational purposes;

WHEREAS, the parties intend that this Lease and the transactions contemplated hereby shall constitute a charitable program operated by Landlord for the benefit of Tenant and the students and community served by Tenant's charter school, and not a commercial real estate transaction;

WHEREAS, in consideration of the substantial charitable benefit being provided by Landlord, Tenant agrees to operate the Premises exclusively as an open enrollment charter school, maintain high standards of academic, financial, and operational performance, and comply with all terms and conditions of this Lease, including the performance standards set forth herein; and

WHEREAS, Landlord and Tenant desire to enter into this Lease upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

Article I GRANT AND TERM

SECTION 1.01. Premises. In consideration of the rents, covenants, and agreements hereinafter contained, Landlord leases to Tenant, and Tenant, subject to the terms and conditions contained in this Lease, leases and rents from Landlord, that property with an address of 1661 E. Virgin St., Tulsa, OK 74106, and legally described on **Exhibit A** attached hereto together with all improvements located thereon and all improvements to be constructed by Landlord pursuant to the Landlord Work Letter attached hereto as **Exhibit B** (hereinafter the "**Premises**").

SECTION 1.02. Commencement and Ending Date of Term. The term of this Lease (the "**Term**") shall commence on the Effective Date and shall end on the fifth (5th) anniversary of the Rent Commencement Date (as defined below) (the "**Expiration Date**"), unless sooner terminated or extended as provided herein. The "**Rent Commencement Date**" shall be the date established by a written memorandum executed by Landlord and Tenant following Landlord's Substantial Completion (as defined in **Exhibit B**, Section 4) of the Landlord's Work, which memorandum shall be attached to this Lease as **Exhibit C**. Concurrently with the execution of **Exhibit C**, the parties shall finalize and attach the Rent Schedule (as defined in Section 2.01(a)) as **Exhibit D**, setting forth the specific lease year periods, annual Base Rent amounts, and quarterly installment amounts calculated from the Rent Commencement Date. Tenant's obligation to pay rent hereunder shall commence on the Rent Commencement Date. At or prior to the end of the Term of the Lease, Landlord and Tenant may agree to extend the term of the Lease upon such terms and conditions (including, without limitation, base rent and other economic terms) as may be negotiated and mutually agreed upon in writing, in their sole discretion. Starting with October 1, 2026, the Landlord and the Tenant are required to provide mutual ratification of renewal of the Lease for the next successive year in order for the Lease to be renewed for the next year.

SECTION 1.03. Permitted Use. Unless otherwise approved by Landlord, in Landlord's sole discretion, the Premises shall be used solely for the operation of an open enrollment charter school under charters granted pursuant to the Oklahoma Charter Schools Act, 70 Okla. St. Ann. § 3-130 et. seq. Tenant acknowledges that Landlord's rent is based on Tenant's use and operation of the Premises, and, as such, this Lease shall be deemed to include and incorporate an express obligation for Tenant to at all times throughout the term of this Lease be continuously open and operating as an open enrollment charter school. As used in this Lease: (a) "**Open Enrollment Charter School**" means a public charter school operating pursuant to the Oklahoma Charter Schools Act, 70 Okla. St. Ann. § 3-130 et seq., that is open to all students on a space-available basis without discriminatory enrollment requirements; (b) "**Charter School Authorizing Agency**" or "**Authorizing Agency**" means the entity or entities responsible for granting, overseeing, renewing, or revoking Tenant's charter pursuant to applicable Oklahoma law, which may include but is not limited to the Oklahoma Statewide Charter School Board or a local school district board of education; (c) "**Good Standing**" means that Tenant is in full compliance with all applicable requirements of its Charter School Authorizing Agency, including academic, financial, and operational standards, is not subject to probation, corrective action, or any similar status of concern, and has not had its charter modified, conditioned, or threatened with non-renewal or revocation; (d) "**Projected Full Enrollment**" means the enrollment target set forth in the Compliance Agreement for the final year of the initial Term, representing the school's planned maximum student capacity; (e) "**Commercially Reasonable Efforts**" means efforts that are reasonable in light of the circumstances, consistent with industry standards and practices for similar charter school facilities, but that do not require the expenditure of amounts that are disproportionate to the benefit to be achieved or the assumption of material financial risk; (f) "**Material**" means, when used to

describe a breach, default, violation, failure, condition, or other matter under this Lease, something that is significant and substantial in nature and effect, including without limitation: (i) any breach or failure that results in, or is reasonably likely to result in, significant financial harm to Landlord, impairment of Landlord's rights under this Lease, or diminution in the value or condition of the Premises; (ii) any breach or failure that substantially interferes with Tenant's ability to operate the Premises as an Open Enrollment Charter School; (iii) any Core Default as defined in Section 4.02(a); (iv) any failure to pay rent or other monetary obligations exceeding \$10,000 in the aggregate; or (v) any other breach or failure that, under the circumstances and considering the purposes of this Lease, would be considered significant by a reasonable landlord or tenant. Whether a matter is "Material" shall be determined based on the totality of the circumstances, and Landlord's good faith determination that a matter is Material shall be given deference absent clear error and (g) "**Public Charity Status**" means Tenant's status as a public charity described in Section(s) [REDACTED] of the Internal Revenue Code of 1986, as amended (or any successor provision(s)), as such status exists on the Effective Date of this Lease.

SECTION 1.04. Landlord's Work.

(a) *Landlord's Obligations.* Landlord agrees to construct, or cause to be constructed, certain improvements to the Premises as more particularly described in the Landlord Work Letter attached hereto as **Exhibit B** and incorporated herein by this reference (the "**Landlord's Work**"). The scope, specifications, schedule, and other terms and conditions governing Landlord's Work shall be as set forth in **Exhibit B**. Landlord shall use Commercially Reasonable Efforts to achieve Substantial Completion (as defined in **Exhibit B**, Section 4) of the Landlord's Work on or before the Target Completion Date (as defined in **Exhibit B**, Section 3) set forth in **Exhibit B**, subject to Force Majeure Delays and Tenant Delays (each as defined in **Exhibit B**, Sections 7 and 6).

(b) *Tenant's Cooperation.* Tenant shall cooperate with Landlord in connection with Landlord's Work, including without limitation: (i) timely reviewing and approving (or disapproving with specific comments) all plans, specifications, and other submissions requiring Tenant's approval under **Exhibit B**; (ii) providing Landlord with timely access to any information, documentation, or decisions necessary for Landlord to complete the Landlord's Work; (iii) refraining from interfering with Landlord's Work or Landlord's contractors; and (iv) performing any obligations specifically assigned to Tenant under **Exhibit B**. Tenant acknowledges that any delay in Tenant's performance of its obligations under this subsection or **Exhibit B** may result in a Tenant Delay (as defined in **Exhibit B**, Section 6), which may extend the Target Completion Date and the Rent Commencement Date.

(c) *Substantial Completion and Punchlist.* Upon Substantial Completion of the Landlord's Work and issuance of a certificate of occupancy for the Premises, Landlord shall provide Tenant with written notice of such Substantial Completion, and the parties shall conduct a walk-through inspection of the Premises to identify any punchlist items ("**Punchlist Items**" means incomplete, corrective, or deficient items of work that do not materially interfere with Tenant's ability to operate the charter school but that remain to be completed or corrected after Substantial Completion). Landlord shall use Commercially Reasonable Efforts to complete all Punchlist Items within sixty (60) days after Substantial Completion, but the existence of Punchlist Items shall not delay the Rent Commencement Date, provided that such Punchlist Items do not materially interfere with Tenant's ability to operate the charter school. The procedures for determining Substantial Completion, conducting the walk-through, and completing Punchlist Items shall be as set forth in **Exhibit B**.

(d) *Cost and Inclusion in Purchase Price.* All costs incurred by Landlord in completing the Landlord's Work, including without limitation design, engineering, permitting, construction, project management, and all other hard and soft costs, shall be included in the calculation of the Purchase Price

pursuant to Section 16.03(a) and **Exhibit F**. Tenant shall have no obligation to pay separately for Landlord's Work, but acknowledges that such costs will be reflected in the final Purchase Price.

(e) *No Landlord Warranty.* Except as expressly provided in **Exhibit B** with respect to the warranty period for Landlord's Work, Landlord makes no representation or warranty concerning the condition, suitability, or fitness for any purpose of the Landlord's Work or the Premises. Following the expiration of any warranty period set forth in **Exhibit B**, Tenant shall be solely responsible for all maintenance, repair, and replacement of all improvements comprising the Landlord's Work, in accordance with Article V of this Lease.

(f) *Changes to Landlord's Work.* Any changes, modifications, or additions to the scope of Landlord's Work as described in **Exhibit B** shall be subject to Landlord's prior written approval and shall be governed by the change order procedures set forth in **Exhibit B**. Any additional costs resulting from Tenant-requested changes shall be added to the Purchase Price as provided in Section 16.03(a) and **Exhibit F**.

Article II RENT

SECTION 2.01. Base Rent.

(a) *Payment of Base Rent.* Commencing on the Rent Commencement Date, Tenant agrees to pay to Landlord, without any prior demand therefor and without any deduction or set-off whatsoever, base rent ("**Base Rent**") in the amounts set forth on **Exhibit D** attached hereto and incorporated herein by this reference (the "**Rent Schedule**"). Base Rent shall be due and payable in arrears, quarterly on the first (1st) day August, November, February and May during the Term, in equal quarterly installments corresponding to the annual amounts set forth on the Rent Schedule and shall be paid by wire transfer or ACH to such account as Landlord may designate from time to time. If the Rent Commencement Date does not fall on the first day of a calendar quarter, Base Rent for the initial partial quarter shall be prorated and paid in accordance with Section 2.01(c). If Landlord issues an invoice, such invoice shall be for the parties' administrative convenience only and shall not be a condition to Tenant's obligation to timely pay Base Rent as required herein.

(b) *Late Charges and Interest.* If any Base Rent payment is not received within ten (10) days after the date when due, Tenant shall pay Landlord a late charge equal to four percent (4%) of the overdue amount. Additionally, all overdue Base Rent and other amounts due under this Lease shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate permitted by applicable law, if less) from the due date until paid.

(c) *Proration.* Base Rent for any partial quarter at the beginning or end of the Term shall be prorated on a per diem basis and shall be due and payable on the first (1st) day of such partial quarter (or, if later, on the Rent Commencement Date). If the Rent Commencement Date occurs on a day other than the first (1st) day of a calendar quarter, or if this Lease terminates on a day other than the last day of a calendar quarter, then Base Rent for such partial quarter shall be prorated as provided in this subsection and shall be due and payable as part of the first or last, as applicable, installment of Base Rent.

(d) *Security Deposit.* No security deposit is required.

(e) *Operating Expense Charges.* "**Operating Expense Charges**" means all costs and expenses relating to the Premises that Tenant is required to reimburse to Landlord under this Lease, including: (a) property insurance premiums paid by Landlord pursuant to Section 7.02(a) and reimbursed by Tenant

pursuant to Section 7.02(c); and (b) at Landlord's election, real estate taxes and assessments paid by Landlord with respect to the Premises pursuant to Section 2.02(b) (to the extent not paid directly by Tenant or separately invoiced by Landlord under Section 2.02). Operating Expense Charges shall be invoiced and paid in accordance with the procedures set forth in the applicable sections of this Lease. Landlord may invoice Tenant for Operating Expense Charges on a monthly estimated basis with annual reconciliation, or may invoice the full annual amount upon renewal or payment, at Landlord's option. Tenant shall pay all Operating Expense Charges invoices within thirty (30) days after receipt. Tenant's obligation to pay Operating Expense Charges is absolute and unconditional, without right of setoff, counterclaim, or deduction. For the avoidance of doubt, Operating Expense Charges do not include costs incurred by Landlord for Landlord's Maintenance Items under Section 5.01(a), which costs are instead added to the Purchase Price pursuant to Section 5.01(d).

SECTION 2.02. Taxes. It is the belief and intent of both Landlord and Tenant that so long as the Premises are used for the purposes enumerated in this Lease, no ad valorem, special assessment or any other taxes (singularly, "**Tax**" and collectively, "**Taxes**") are to be levied or assessed against the Premises or Tenant's personal property located thereon or any part thereof by any Oklahoma taxing authority pursuant to Article 10, Section 6 of the Oklahoma Constitution. Notwithstanding the foregoing, in the event an Oklahoma taxing authority levies a Tax or Taxes on such real or personal property, Tenant shall be responsible for the payment of all such Taxes attributable to the Premises during the Term as follows:

(a) *Direct Payment by Tenant.* If Tenant is named as the payor on the tax bill, Tenant shall pay such Taxes directly to the applicable taxing authority on or before the due date.

(b) *Reimbursement to Landlord.* If Landlord is named as the payor on the tax bill, Landlord may either (i) pay such Taxes and invoice Tenant for reimbursement, or (ii) include such Taxes in the Operating Expense Charges. If Landlord invoices Tenant directly for reimbursement, Tenant shall reimburse Landlord within thirty (30) days after receipt of Landlord's invoice, which invoice shall be accompanied by a copy of the tax bill or assessment. Landlord may endeavor to provide such invoice to Tenant prior to the tax payment due date to allow Tenant reasonable time to reimburse Landlord before such due date, but Landlord shall have no obligation to do so, and any failure to provide advance notice shall not relieve Tenant of its reimbursement obligation. Alternatively, and unless otherwise instructed in writing by Landlord, Landlord may direct Tenant to pay such Taxes directly to the taxing authority, in which case Tenant shall make such payment on or before the due date.

(c) *Proration.* Taxes for any partial year at the beginning or end of the Term shall be prorated on a daily basis, with Tenant responsible for Taxes attributable to the portion of the tax year falling within the Term and Landlord responsible for Taxes attributable to the portion of the tax year falling outside the Term. Notwithstanding such proration, as between Landlord and Tenant, Tenant shall be responsible for the payment of all Taxes assessed with respect to the Premises for any period during which Tenant is in possession of the Premises.

(d) *Personal Property Taxes.* Tenant shall be solely responsible for and shall pay when due any and all taxes assessed against Tenant's personal property, furniture, fixtures, equipment, and inventory located on or about the Premises.

(e) *Contest Rights.* Upon at least ten (10) days prior written notice to Landlord and prior to the delinquency of any such Tax, Tenant may contest the levy, assessment, valuation, or amount of any Tax, or the denial of any exemption related thereto, at Tenant's sole expense and in Tenant's name or, if necessary, in Landlord's name with Landlord's prior written consent (which consent shall not be unreasonably withheld). If Tenant exercises such right of contest, Tenant shall, unless excused in writing by Landlord, continue to pay when due all contested Taxes (either directly to the taxing authority or by

reimbursing Landlord, as applicable) or, if permitted by applicable law, post a bond or other security acceptable to Landlord and the taxing authority sufficient to prevent any lien from attaching to the Premises. Landlord shall reasonably cooperate with Tenant in any such contest, and Tenant shall indemnify, defend, and hold Landlord harmless from any and all costs, expenses, liabilities, penalties, and attorney's fees arising from such contest. Landlord shall also have the right, without the consent of Tenant, to contest any Tax, levy, assessment, or the denial by a taxing authority of any exemption related thereto; provided, however, that Tenant shall remain responsible, as between Landlord and Tenant, for the payment of all such Taxes assessed with respect to the Premises during the Term. If both Landlord and Tenant desire to contest the same Tax or assessment, the parties shall cooperate and coordinate their efforts to avoid duplicative proceedings or conflicting positions with the taxing authority, and Landlord's contest shall take precedence unless otherwise agreed in writing.

Article III ACCEPTANCE OF PREMISES/ALTERATIONS

SECTION 3.01. Landlord's Obligations. Tenant acknowledges that, except for Landlord's obligation to complete the Landlord's Work in accordance with Section 1.04 and Exhibit B, Tenant has inspected or had full opportunity to inspect the Premises prior to execution of this Lease. Upon Substantial Completion of the Landlord's Work and Tenant's occupancy of the Premises, Tenant accepts the Premises in their then-current condition, subject to the warranty provisions set forth in Exhibit B. Except for (i) Landlord's obligations under Section 1.04 and Exhibit B with respect to the Landlord's Work, and (ii) any warranties provided in Exhibit B during the applicable warranty period, Tenant hereby agrees and acknowledges that Landlord is delivering the Premises in an "AS-IS, WHERE-IS" condition **WITH ALL FAULTS**, and Landlord shall have no responsibility for the condition, suitability, safety, or fitness for any purpose of the Premises. Following the expiration of any warranty period set forth in Exhibit B, Tenant expressly waives any and all claims relating to the condition of the Premises, whether known or unknown, patent or latent. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1.04 AND EXHIBIT B, LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, CODE COMPLIANCE, OR SUITABILITY FOR USE AS A CHARTER SCHOOL. Tenant assumes all risk associated with the condition and use of the Premises after expiration of the warranty period. Except as expressly set forth in this Lease (including Section 1.04 and Exhibit B), Landlord shall have no responsibility or obligation for any repairs, maintenance, alterations, improvements, or compliance with any laws, codes, or regulations relating to the Premises. Landlord does not assume, and Tenant hereby expressly disclaims, any obligation by Landlord to provide for the security, safety, or habitability of the Premises, except as may be required during the warranty period under Exhibit B. Nothing in this Lease shall be construed to impose any duty on Landlord to maintain, repair, or improve the Premises in any manner whatsoever, except for Landlord's completion of the Landlord's Work and correction of any defects during the warranty period as provided in Section 1.04 and Exhibit B.

SECTION 3.02. Alterations. Tenant shall be entitled to make alterations, additions, and improvements to the Premises upon the prior written consent of Landlord. Tenant shall advise Landlord of any such alterations, additions, or improvements and shall make periodic reports to Landlord on the status of construction. Tenant, or its duly authorized agents, shall furnish Landlord with all plans, specifications, architectural renderings, or other information used or useful in the construction of alterations, additions, and improvements to the Premises. Except in the event Tenant purchases the Premises or as otherwise may be required by law, any alterations, additions, or improvement to the Premises shall be the sole property of Landlord upon the termination of this Lease. **TENANT AGREES TO INDEMNIFY LANDLORD AND HOLD LANDLORD HARMLESS AGAINST ANY LOSS, LIABILITY, OR DAMAGE RESULTING FROM SUCH WORK, AND TENANT SHALL, IF REQUESTED BY LANDLORD,**

FURNISH A BOND OR OTHER SECURITY SATISFACTORY TO LANDLORD AGAINST ANY SUCH LOSS, LIABILITY, OR DAMAGE.

SECTION 3.03. Liens. Tenant will indemnify, defend, and hold Landlord harmless from all expenses, liens, or claims of any contractors, subcontractors, materialmen, or other party arising out of, or resulting from, the undertaking or making of any alterations, additions, improvements, or other work on or at the Premises. Whenever any mechanics', materialmen's or other lien shall have been filed against the Premises based upon any act or interest of Tenant or of any one claiming through Tenant, or if any security agreement shall have been filed for or attached to any materials, machinery or fixtures used in the construction, repair or operation thereof or annexed thereto by Tenant, Tenant shall immediately make payment or deposit or post bond to remove the lien or security agreement, whether or not the claim is valid. If Tenant has not removed the lien within ten (10) days after the assertion thereof, Landlord may pay the amount of such lien or security agreement or discharge the same by deposit, and the amount so paid or deposited shall be paid on demand by Tenant to Landlord with interest at the maximum legal rate from the date paid by Landlord to the date reimbursed by Tenant. Tenant shall also reimburse Landlord on demand for any and all reasonable attorneys' fees incurred by Landlord in connection therewith.

SECTION 3.04. Signs. Tenant may, at its expense, erect a sign or signs on the Premises, provided, however, that the design or drawing portraying any such signage erected must be approved by Landlord, in writing, and any and all governmental authorities having jurisdiction over the same. Tenant may remove such signage at the termination of this Lease, but any damage to the Premises as a result of removal of such signage shall be repaired at the expense of Tenant.

**Article IV
PERFORMANCE STANDARDS**

SECTION 4.01. Tenant Obligations. As used in this Lease, the "Compliance Agreement" means that certain Compliance Agreement of even date herewith between Landlord and Tenant, setting forth the specific operational, financial, and reporting requirements applicable to Tenant's operations on the Premises, which is incorporated into this Lease by this reference as if set forth in full herein. Tenant covenants and agrees that during the Term or any extension of this Lease:

(a) *Charter Good Standing.* Tenant shall at all times remain in good standing in all respects, including academic, financial, and operational areas, with the Charter School Authorizing Agency(ies). Tenant shall not be placed on probation, corrective action, or any similar status of concern, and shall not have its charter modified, conditioned, non-renewed, or revoked for any reason. Tenant shall meet or exceed all performance standards and requirements set forth in the Compliance Agreement, which standards and requirements are incorporated herein and made a material part of this Lease.

(b) *Information Delivery.* Tenant shall promptly provide to Landlord, in the form and by the deadlines specified in the Compliance Agreement or as otherwise reasonably requested by Landlord from time to time: (i) all financial, operational, academic performance, and governance information; (ii) any and all information, reports, or documents submitted to the Oklahoma State Department of Education, any Authorizing Agency, or any other governmental or accrediting body; (iii) copies of all correspondence with any such agencies regarding compliance, performance concerns, or corrective action; and (iv) such other information as Landlord may reasonably request to monitor Tenant's performance under this Lease. Landlord shall have the right, in its sole discretion, to review and rely upon any such information in determining whether Tenant is in compliance with this Lease.

(c) *Tax-Exempt Status.* Tenant shall at all times maintain its Public Charity Status. Tenant shall immediately notify Landlord in writing of any challenge to, modification of, or loss of its Public Charity

Status, and shall provide Landlord with copies of any correspondence with the Internal Revenue Service or any state taxing authority regarding such status. In the event Tenant loses its Public Charity Status for any reason, Landlord may, in its sole and absolute discretion, terminate this Lease by providing written notice to Tenant, effective ten (10) days after such notice is delivered, provided that if such loss of status is remediable and Tenant demonstrates to Landlord's sole satisfaction within such ten (10) day period that Tenant has cured the loss or obtained reinstatement of its Public Charity Status (by providing written confirmation from the Internal Revenue Service or other competent authority), then Landlord's termination notice shall be void and of no effect. If the loss of Public Charity Status is not remediable or is not cured within such ten (10) day period, this Lease shall automatically terminate on the date specified in Landlord's notice, and Tenant shall immediately vacate and surrender the Premises as provided in Section 6.01. Upon any such termination due to loss of Public Charity Status, the treatment of rent credits shall be governed by Section 12.05(a) (forfeiture for serious defaults), and Tenant's purchase option under Article XVI shall immediately terminate and be of no further force or effect.

(d) *Mission and Purpose.* Tenant shall not make, adopt, or permit any material changes to its corporate purpose, mission, charter, or scope of operations without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

(e) *Insurance Obligations.* Tenant shall at all times during the Term maintain all insurance required under Article VII of this Lease, provide Landlord with timely proof of such insurance as required by Article VII, and timely reimburse Landlord for all property insurance premiums as required by Section 7.02(c). Failure to maintain required insurance, provide proof of insurance, or reimburse insurance premiums shall be categorized and subject to remedies as set forth in Sections 4.02 and 4.03.

(f) *Prohibition on Adverse Actions.* Tenant shall not take (or fail to take) any action that is reasonably likely to: (i) negatively impact the Lease, the Premises, or Landlord's interests hereunder; (ii) impair Tenant's ability to achieve and satisfy the standards and requirements set forth in the Compliance Agreement; (iii) jeopardize Tenant's charter, good standing, or tax-exempt status; or (iv) result in a lien, encumbrance, or claim against the Premises.

(g) *Reporting and Compliance Software.* Tenant shall use, implement, and maintain any reporting, compliance, or performance monitoring software or platform designated by Landlord from time to time ("Designated Software"), including, without limitation, any software used for financial reporting, academic performance tracking, enrollment reporting, facility management, or regulatory compliance. Landlord may designate, change, or supplement the Designated Software upon written notice to Tenant, and Tenant shall implement any newly designated software within sixty (60) days after receipt of such notice (or such shorter period as Landlord may reasonably require). Tenant shall: (i) ensure that all required data, reports, and documentation are entered, uploaded, or transmitted through the Designated Software in the format and on the schedule required by Landlord or the Compliance Agreement; (ii) maintain user accounts, access credentials, and system integrations as required by Landlord; (iii) provide Landlord and Landlord's designees with administrative or read-only access to all Tenant accounts within the Designated Software, as specified by Landlord; (iv) pay all licensing, subscription, or usage fees associated with the Designated Software, unless Landlord otherwise agrees in writing; and (v) train Tenant's staff as necessary to ensure full and accurate use of the Designated Software. Tenant's failure to implement or maintain the Designated Software, to enter required data on a timely basis, or to provide Landlord with the required access shall constitute a Reporting Item failure subject to the remedies set forth in Sections 4.02(c) and 4.03(c), and persistent non-compliance may be declared an Event of Default under Section 12.01(d) at Landlord's sole discretion.

(h) *Materiality.* Tenant acknowledges and agrees that each of the covenants, obligations, and requirements set forth in this Section 4.01 is a material inducement to Landlord's entering into this Lease

and is of the essence of this Lease. Any breach of this Section 4.01 shall be deemed a material breach of this Lease and shall be subject to the remedies set forth in Section 4.02 and Article XII hereof.

SECTION 4.02. Categories of Performance Violations. The performance standards and reporting requirements set forth in Section 4.01 are grouped into three categories based on the severity and nature of any violation: (a) Core Defaults; (b) Covenant Violations; and (c) Reporting Items. Each such violation shall constitute an Event of Default under Article XII of this Lease, subject to the notice and cure provisions (if any) specified in this Article IV.

(a) *Core Defaults.* A "Core Default" is any failure by Tenant to satisfy a performance standard or requirement designated in the Compliance Agreement or elsewhere as a "Core Default," and shall constitute a material breach of this Lease and an immediate Event of Default under Section 12.01(b). Core Defaults are violations that fundamentally jeopardize Tenant's charter status, academic viability, or ability to operate the Premises as intended under this Lease. Examples of Core Defaults include, without limitation, the school being categorized as Level 5 support under the state ESSA plan or receiving a state school report grade of "F" (or any successor standard). Core Defaults are not subject to any cure period, and Landlord shall have the immediate right to exercise any and all remedies set forth in Section 4.03(a) below and Article XII.

(b) *Covenant Violations.* A "**Covenant Violation**" is any failure by Tenant to satisfy a performance standard or requirement designated in the Compliance Agreement or elsewhere as a "Covenant Violation" and shall constitute an Event of Default under Section 12.01(c) subject to the cure and escalation procedures set forth in Section 4.03(b). Covenant Violations are serious performance failures that, while not immediately jeopardizing the charter or Lease, require correction and may be subject to escalating remedies if not timely cured or improved. Examples include, without limitation, falling below enrollment projections by specified thresholds, failing to maintain required days cash on hand, or receiving a "D" grade on the state school report. Covenant Violations are subject to the cure and escalation procedures set forth in Section 4.03(b) below.

(c) *Reporting Items.* A "**Reporting Item**" is any report, documentation, or information that Tenant is required to provide to Landlord under Section 4.01(b) or as designated in the Compliance Agreement or elsewhere as a "Reporting Item". While failure to timely provide Reporting Items shall not, standing alone, constitute a material breach or Event of Default under this Lease, Tenant's persistent failure to provide such items, or any failure to provide such items within ten (10) business days after written notice from Landlord, may be declared an Event of Default under Section 12.01(d) at Landlord's sole discretion. Notwithstanding the foregoing, any underlying performance failure or noncompliance revealed by (or concealed due to the absence of) such reports shall be evaluated and enforced in accordance with subsections (a) or (b) above, as applicable.

SECTION 4.03. Landlord's Remedies for Performance Violations. Upon the occurrence of any violation described in Section 4.02, Landlord shall have the following rights and remedies, which rights and remedies are in addition to any other rights or remedies available under this Lease (including Article XII), at law, or in equity:

(a) *Remedies for Core Defaults.* Upon the occurrence of any Core Default, Landlord may, immediately terminate this Lease, in Landlord's sole discretion, without any obligation to provide Tenant with an opportunity to cure. Landlord may pursue any other remedy available under this Lease, including, without limitation, those set forth in Sections 12.02 and 12.03, acceleration of all rent due under the Lease, recovery of damages, and specific performance.

(b) *Remedies for Covenant Violations.* Upon the occurrence of any Covenant Violation, Landlord shall have the following remedies, which may be exercised in Landlord's sole discretion, individually, sequentially, or concurrently:

(i) Improvement Plan. Landlord may require that Tenant submit a written improvement plan addressing such poor performance within the time period specified in the Compliance Agreement (or by Landlord in its written notice to Tenant, which time period shall be determined by Landlord in its sole discretion based on the severity of the violation and Landlord's level of concern (and if no time period is specified in Landlord's notice, within thirty (30) days after written notice from Landlord). The improvement plan must be in form and substance reasonably satisfactory to Landlord and must include specific, measurable corrective actions and timelines. Landlord's approval of any improvement plan shall not constitute a waiver of Landlord's right to require additional corrective measures or to exercise any other remedy. Tenant's failure to timely submit any required improvement plan, or to diligently and in good faith implement any improvement plan approved by Landlord and, shall constitute a breach of this Lease and shall be an Event of Default under Section 12.01(c) without any additional notice or cure period.

(ii) Non-Reducing Rent Payments. In addition to or in lieu of requiring an improvement plan, Landlord may, in its sole discretion and upon written notice to Tenant, declare that Non-Reducing Rent Payments are in effect for the applicable period, as further described in Section 16.02. During any period of Non-Reducing Rent Payments, all Base Rent paid by Tenant shall not reduce or be credited against the Purchase Price set forth in Article XVI.

(iii) Termination or Transfer. If Tenant's performance does not improve to Landlord's reasonable satisfaction within the timeframe specified in any improvement plan (or within such other timeframe as Landlord may specify in its sole discretion), Landlord may, terminate this Lease. Landlord may also pursue any other remedy available under this Lease (including Article XII), at law, or in equity.

(c) *Remedies for Reporting Failures.* Landlord may declare Tenant's failure to timely provide any Reporting Item to be an Event of Default under Section 12.01(d) if Tenant fails to provide the required report or documentation within ten (10) business days after receiving written notice from Landlord of such failure. Upon such declaration, Landlord may exercise any and all remedies available for an Event of Default under Article XII.

(d) *Cumulative and Non-Exclusive Rights.* Landlord's rights and remedies under this Section 4.03 are cumulative and in addition to any other rights or remedies available to Landlord under this Lease (including, without limitation, those set forth in Article XII), at law, or in equity. The exercise of any one remedy shall not preclude the exercise of any other remedy. Landlord may pursue multiple remedies simultaneously or sequentially in its sole discretion.

(e) *No Waiver.* Landlord's election to require an improvement plan, to impose Non-Reducing Rent Payments, or to exercise any other remedy short of termination shall not waive or limit Landlord's right to thereafter terminate this Lease, pursue any other remedy, or declare any subsequent or continuing violation to be an immediate Event of Default. Landlord's acceptance of rent or failure to immediately exercise any remedy shall not constitute a waiver of any breach or default.

(f) *Surrender Upon Termination.* In the event Landlord terminates this Lease pursuant to this Section 4.03, Article XII, or any other provision of this Lease, Tenant shall immediately vacate and surrender possession of the Premises as provided in Section 6.01, and shall remain liable for all rent, damages, and other amounts due under this Lease.

Article V

TRIPLE NET LEASE; MAINTENANCE, UTILITIES, AND RESTORATION

SECTION 5.01. Modified Net Lease; Division of Maintenance Responsibilities. This Lease is a "modified net" lease with the following division of maintenance responsibilities between Landlord and Tenant:

(a) *Landlord's Maintenance Obligations.* Landlord shall be responsible, at Landlord's sole cost and expense (subject to subsection (d) below regarding inclusion in Purchase Price), for maintenance, repair, and replacement of the following major building components ("**Landlord's Maintenance Items**"): (i) structural components of the building, including foundation, load-bearing walls, structural frame, and building envelope; (ii) the roof, including roof membrane, decking, structural supports, and waterproofing (but excluding routine drainage maintenance and gutter cleaning, which shall be Tenant's responsibility); (iii) exterior walls and building envelope (but excluding interior finishes, which shall be Tenant's responsibility); (iv) major mechanical systems, including the central HVAC systems, boilers, chillers, and main distribution systems; and (v) other major building systems as may be reasonably necessary to maintain the structural integrity and major mechanical functionality of the building. Notwithstanding the foregoing, Tenant shall be responsible for: (A) any damage to Landlord's Maintenance Items caused by Tenant's negligence, misuse, or failure to maintain items under Tenant's responsibility; (B) routine HVAC maintenance and service as provided in subsection (b) below; and (C) any additions, modifications, or upgrades to major systems requested or installed by Tenant. Landlord's obligation to perform any maintenance, repair, or replacement under this subsection (a) shall not arise unless and until: (1) Tenant has provided Landlord with written notice specifically identifying the condition requiring attention and the applicable Landlord Maintenance Item (the "Maintenance Notice"); (2) at least thirty (30) days have elapsed following Landlord's receipt of such Maintenance Notice (or such shorter period as may be reasonably necessary in the event of an emergency posing an imminent threat to life safety or structural integrity, as determined by Landlord in its sole discretion); and (3) Tenant has provided Landlord and Landlord's contractors with reasonable access to the Premises to assess and perform the required work. Landlord shall have no obligation to perform any maintenance, repair, or replacement under this subsection (a) for any condition of which Landlord has not received a proper Maintenance Notice from Tenant, and Tenant's failure to provide timely written notice as required herein may result in Tenant bearing responsibility for any additional damage or costs resulting from such failure to notify, as provided in Section 5.02(e). For the avoidance of doubt, Landlord shall be responsible for replacement of major HVAC systems and core components, while Tenant shall be responsible for routine maintenance, service, and minor repairs.

(b) *Tenant's Maintenance Obligations.* Tenant shall be responsible, at Tenant's sole cost and expense, for maintenance, repair, and replacement of all aspects of the Premises not expressly designated as Landlord's Maintenance Items in subsection (a), including without limitation: (i) HVAC service contracts - Tenant shall maintain a comprehensive preventive maintenance service contract with a qualified HVAC contractor for all HVAC systems serving the Premises, including routine maintenance, filter changes, inspections, and minor repairs, and shall provide Landlord with annual proof of such service contract and maintenance records; (ii) all interior fixtures, equipment, and finishes, including toilets, sinks, faucets, light fixtures, ballasts, bulbs, ceiling tiles, flooring, interior doors, interior paint and finishes, window treatments, and all other interior components; (iii) all additions, improvements, or systems installed by or at the request of Tenant, including without limitation solar panels, generators, security systems beyond base building systems, specialty equipment, and any other tenant improvements; (iv) all damage to any part of the Premises (including Landlord's Maintenance Items) caused by Tenant's negligence, misuse, abuse, vandalism by third parties invited by Tenant, or failure to properly maintain items under Tenant's responsibility; (v) parking areas, driveways, sidewalks, landscaping, irrigation, grounds maintenance, and site improvements; (vi) all plumbing systems and components not part of the main building structure; (vii) all electrical systems and components beyond the main service and distribution panels; (viii) all doors, windows, locks, and hardware; (ix) pest control, janitorial services, and trash removal; (x) all safety and security systems, fire alarms, sprinkler system testing and maintenance, elevator systems (if any), and all

monitoring services for such systems; (xi) all signage; and (xii) all other aspects of the Premises not expressly designated as Landlord's Maintenance Items.

(c) *Tenant's Continuing Triple Net Obligations.* Except as modified by subsections (a) and (b) above with respect to physical maintenance of certain building components, Tenant shall remain responsible for all other costs and expenses relating to the Premises on a "triple net" basis, including without limitation: (i) all real estate taxes, personal property taxes, assessments, and governmental charges as provided in Section 2.02; (ii) all insurance premiums for property and liability insurance as provided in Article VII; (iii) all utilities and municipal services as provided in Section 5.03; (iv) all inspections, monitoring services, and compliance costs; and (v) any and all other operating expenses, charges, or costs relating to the ownership, operation, or use of the Premises (other than Landlord's costs to perform Landlord's Maintenance Items as provided in subsection (a)). Tenant's obligation to pay or reimburse all such costs shall be absolute and unconditional, without right of setoff, counterclaim, or deduction, and shall continue throughout the Term.

(d) *Landlord's Maintenance Costs; Inclusion in Purchase Price.* All costs incurred by Landlord in performing Landlord's maintenance, repair, and replacement obligations under subsection (a) shall not be charged to Tenant as Operating Expense Charges or additional sums and reimbursements during the Term. Instead, all such costs incurred by Landlord shall be added to and included in the Purchase Price pursuant to Section 16.03(a) and **Exhibit F** as additional development and improvement costs. Landlord shall maintain records of all such costs and shall include them in any Final Purchase Price Statement or Purchase Price Ledger (as defined in **Exhibit F**, Section IV) update provided to Tenant. Tenant acknowledges and agrees that by this arrangement, Tenant is effectively financing Landlord's maintenance costs through the purchase price mechanism and the rent credit structure, and such costs will be reflected in the final amount due if and when Tenant exercises the purchase option under Article XVI.

SECTION 5.02. Tenant's Maintenance, Repair, and Replacement Obligations.

(a) *General Obligation.* Subject to Landlord's maintenance obligations under Section 5.01(a) and subject to Landlord's warranty obligations under Section 1.04 and **Exhibit B** during the applicable warranty period, Tenant shall, at Tenant's sole cost and expense, maintain, repair, and replace all portions of the Premises for which Tenant is responsible under Section 5.01(b) in good order, condition, and repair. As used in this Lease, "Business Day" means any day other than Saturday, Sunday, or a day on which banks in Oklahoma are authorized or required to be closed. Tenant's obligations hereunder include, without limitation: (i) HVAC service contract - Tenant shall obtain and maintain throughout the Term a comprehensive preventive maintenance service contract with a licensed and qualified HVAC contractor covering all HVAC systems, equipment, and components serving the Premises, which contract shall provide for no less than quarterly inspections and maintenance, filter changes, cleaning, testing, and minor repairs, and Tenant shall provide Landlord with a copy of such service contract annually and proof of all completed maintenance visits; (ii) all interior fixtures and finishes, including all plumbing fixtures (toilets, sinks, faucets, drains), all electrical fixtures (light fixtures, ballasts, bulbs, switches, outlets, interior wiring and panels), ceiling tiles, flooring, carpeting, interior doors and hardware, interior paint and wall coverings, window treatments, and all other interior components; (iii) any and all additions, improvements, systems, or equipment installed by or at the request of Tenant or for Tenant's specific use, including without limitation solar panels, generators, backup power systems, security systems beyond the base building systems provided by Landlord, specialty HVAC or ventilation for specific rooms, tenant improvement work, and any other alterations or additions made by Tenant; (iv) all damage to any part of the Premises or building (including damage to any of Landlord's Maintenance Items under Section 5.01(a)) caused by or resulting from: (A) Tenant's negligence or willful misconduct; (B) misuse or abuse of any building systems or components by Tenant or its employees, agents, contractors, students, or invitees; (C) Tenant's failure to properly maintain items under Tenant's responsibility; (D) vandalism or damage caused by third parties

present on the Premises at Tenant's invitation or in connection with Tenant's operations; or (E) any other act or omission of Tenant, its employees, agents, contractors, students, or invitees - for any such damage, Tenant shall be responsible for the full cost of repair or replacement regardless of whether the damaged item would otherwise be a Landlord Maintenance Item, and Tenant shall promptly reimburse Landlord for any such costs incurred by Landlord within ten (10) days after invoice; (v) parking areas, driveways, sidewalks, and paving, including striping, sealing, and resurfacing; (vi) landscaping, irrigation systems, lawn care, and grounds maintenance; (vii) pest control; (viii) trash removal and janitorial services; (ix) painting, decorating, and cosmetic maintenance of interior and exterior surfaces (other than structural exterior walls); (x) all safety and security systems, including fire alarms, sprinkler systems (testing and maintenance), security alarms, cameras, and access control systems, and all required monitoring services for such systems; (xi) elevator systems, if any; (xii) all signage; and (xiii) all other improvements, systems, and components located on or forming a part of the Premises except as expressly designated as Landlord's Maintenance Items in Section 5.01(a). During any warranty period applicable to Landlord's Work under **Exhibit B**, Tenant shall promptly notify Landlord of any defects or issues covered by such warranty, and Landlord shall be responsible for the correction of such warranty items in accordance with **Exhibit B**. Tenant shall remain responsible for routine maintenance and non-warranty repairs even during the warranty period. Notwithstanding anything to the contrary in this Section 5.02(a) or elsewhere in this Lease, no obligation of Landlord to correct warranty items or otherwise act with respect to any condition identified under this subsection shall arise unless and until: (1) Tenant has provided Landlord with written notice specifically identifying the defect, condition, or warranty item requiring attention, including a description of the item, its location, and the basis for Tenant's belief that the condition is covered by Landlord's warranty obligations under **Exhibit B** (the "**Warranty Notice**"); (2) at least fifteen (15) business days have elapsed following Landlord's receipt of such Warranty Notice (or such shorter period as may be reasonably necessary in the event of an emergency posing an imminent threat to life safety, as determined by Landlord in its sole discretion); and (3) Tenant has provided Landlord and Landlord's contractors with reasonable access to the Premises to inspect and assess the reported condition. Landlord shall have no obligation to correct any warranty item or otherwise respond to any condition under this subsection for which Landlord has not received a proper Warranty Notice from Tenant. Tenant's failure to provide timely written notice as required herein shall constitute a waiver of any warranty claim with respect to the applicable condition and may result in Tenant bearing sole responsibility for any additional damage or costs resulting from such failure to notify, as provided in Section 5.02(e).

(b) *Inspections and Monitoring.* Tenant agrees to complete and pay for all required building and/or system inspections as required by national, state, and local governing agencies having jurisdiction, as further set forth in the Compliance Agreement. No later than October 15th annually, Tenant shall provide to Landlord proof of all required inspections and evidence of transmittal to the governing national and state agencies, together with all other evidence of facility maintenance compliance required by the Compliance Agreement, including copies of all signed maintenance agreements, signed monitoring agreements, and maintenance work-order system records. Tenant shall maintain all required monitoring services for fire alarm systems, elevator systems, security systems, and other building systems requiring monitoring. Tenant shall also participate in one to three annual Premises walk-throughs with Landlord as required by the Compliance Agreement.

(c) *Maintenance Plan and CMMS.* Prior to the Rent Commencement Date (or within thirty (30) days after the Rent Commencement Date if the Rent Commencement Date occurs sooner than anticipated) and on each anniversary date thereafter, Tenant shall provide to Landlord a plan for the maintenance and upkeep of the Premises, such plan to be reasonably approved by Landlord. Upon such approval, Tenant shall comply with the provisions of the plan. Tenant shall implement a mutually agreed upon Computerized Maintenance Management System ("**CMMS**"), such as Dude Solutions or Operations HERO, to schedule and track Tenant's maintenance and inspection activities. Tenant shall provide Landlord electronic access to the CMMS and no later than October 15th annually shall provide proof, via copies of

required maintenance and inspection reports, of completed preventative maintenance work as further set forth in the Compliance Agreement. Failure to complete the required maintenance and inspections or to provide the required documentation shall be categorized and treated in accordance with the performance violation framework set forth in Article IV and as designated in the Compliance Agreement and may constitute an Event of Default per Section 12.01.

(d) *Standard of Performance.* All maintenance, repairs, and replacements shall be performed in a good and workmanlike manner, using materials and equipment of quality equal to or better than the original installations, and in compliance with all applicable laws, codes, regulations, and manufacturer specifications. Tenant shall use only properly licensed and insured contractors for all work requiring specialized licenses or expertise.

(e) *Notification to Landlord.* Tenant shall promptly notify Landlord of any conditions, defects, or maintenance needs that affect or may affect any of Landlord's Maintenance Items under Section 5.01(a), including any issues with the roof, structure, foundation, or major HVAC systems. Tenant's failure to provide timely notice of such conditions may result in Tenant being held responsible for any damage that results from such failure to notify, even if the underlying item is a Landlord Maintenance Item. Tenant shall cooperate with Landlord and provide access to Landlord's contractors as reasonably necessary to allow Landlord to perform Landlord's maintenance obligations.

(f) *Categorization of Maintenance Violations.* Tenant acknowledges and agrees that maintenance, repair, and replacement obligations under this Article V are performance obligations subject to the categorization and remedy framework established in Section 4.02 and Section 4.03, as further designated in the Compliance Agreement.

(g) *Landlord Consent for Major Expenditures.* Notwithstanding any other provision of this Lease, Tenant shall obtain Landlord's prior written consent before undertaking any single maintenance, repair, replacement, improvement, modification, or capital expenditure project (or series of related projects) with an estimated cost exceeding One Hundred Thousand Dollars (\$100,000.00) in the aggregate. Landlord's consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant shall provide Landlord with written notice describing the proposed work, estimated cost, scope, timeline, and contractor information at least thirty (30) days prior to commencing any such work. Any work undertaken without Landlord's required consent shall be deemed unauthorized and shall constitute a breach of this Lease. Tenant shall remain solely responsible for all costs of any such work, whether or not Landlord's consent is obtained, except as may be otherwise expressly provided in Section 5.01(d) with respect to Landlord's Maintenance Items. Landlord may condition its consent upon Tenant's agreement to remove the modification, alteration, or improvement and restore the Premises to its prior condition at the expiration or earlier termination of this Lease, at Tenant's sole cost and expense. If Landlord so conditions its consent, Tenant's obligation to remove and restore shall survive the termination of this Lease and shall be enforceable as provided in Section 6.01.

SECTION 5.03. Landlord's Inspection Rights and Remedies.

(a) *Inspection Rights.* Landlord and Landlord's agents may inspect or examine the Premises at any reasonable time upon reasonable prior notice (except in emergencies, when no notice shall be required) to: (i) determine Tenant's compliance with the approved maintenance plan and Tenant's obligations under Section 5.02; (ii) inspect for any maintenance items affecting Landlord's Maintenance Items under Section

5.01(a); (iii) perform Landlord's maintenance obligations under Section 5.01(a); and (iv) inspect for any other purpose permitted under this Lease.

(b) *Tenant Maintenance Defaults.* In the event Landlord reasonably determines that Tenant has failed to perform any maintenance, repair, or replacement required under Section 5.02, Landlord may provide written notice to Tenant specifying the deficiency. Unless such deficiency constitutes a Core Default under Section 4.02(a) (in which case no cure period shall apply), if Tenant does not commence to cure such deficiency within thirty (30) days from the receipt of such notice (or such shorter period as may be required in the event of an emergency), then Landlord may, at its option, make such repairs and charge Tenant the cost thereof plus ten percent (10%) for management and oversight expenses, which amount shall be due and payable within ten (10) days after invoice. Landlord's right to perform such work and charge Tenant shall not waive any other rights or remedies Landlord may have under this Lease, including the right to declare an Event of Default under Section 12.01 and Article IV, and pursue remedies under Article XII and Section 4.03.

(c) *Tenant-Caused Damage to Landlord Maintenance Items.* If Landlord incurs costs to repair or replace any Landlord Maintenance Items under Section 5.01(a) as a result of damage caused by Tenant as described in Section 5.02(a)(iv), Landlord may invoice Tenant for the full cost of such repair or replacement plus management and oversight expenses. Such invoice shall be due and payable within ten (10) days after receipt. If Tenant disputes that it caused the damage, Tenant must provide written notice of the dispute within ten (10) days after receiving the invoice, together with a detailed explanation and any supporting evidence. If Tenant does not timely dispute the invoice, Tenant shall be deemed to have accepted responsibility for the damage.

SECTION 5.04. Utilities. Tenant shall be solely responsible for the payment of all utility and municipal services, including gas, water, electricity, telephone service, internet service, cable service, waste disposal, recycling, and municipal sanitary sewers. Tenant shall have utilities transferred to Tenant's name, and at Tenant's expense, shall pay for any connection fees or deposits charged by any utility and shall pay all customary utility charges for utility services to the Premises, including sanitary sewer service if separately metered or separately billed on the basis of Tenant's water consumption. Landlord shall not be liable for any interruption or failure in the supply of utilities to the Premises. In the event any utilities are in Landlord's name, Tenant agrees to promptly pay the same directly to the utility provider upon presentation of the invoice by Landlord or promptly reimburse Landlord for any payments made by Landlord on Tenant's behalf.

SECTION 5.05. Casualty Restoration. Notwithstanding the modified net structure of this Lease and the division of maintenance responsibilities under Sections 5.01 and 5.02, in the event of damage or destruction to the Premises by fire, casualty, or other insured peril, the restoration and repair of the Premises shall be governed by Article X of this Lease. As provided in Article X, Landlord (not Tenant) shall be responsible for restoration of the Premises using the insurance proceeds received under the property insurance policy maintained pursuant to Section 7.02, subject to the termination rights set forth in Article X.

Article VI EXPIRATION AND SURRENDER

SECTION 6.01. Surrender Upon Termination.

(a) *Condition of Premises.* Upon the termination of this Lease for any reason, Tenant covenants and agrees to deliver up and surrender to Landlord the possession of the Premises in as good condition and repair as the same shall be at the Commencement Date of this Lease (as may be improved during the Term), except for damage caused by fire or other casualty (provided the Lease was not terminated

pursuant to Article X), except for causes not within the control of Tenant, and except for ordinary wear and tear.

(b) *Removal of Property.* Tenant shall remove all of its trade fixtures, movable furniture, equipment, inventory, and personal property from the Premises prior to surrender. Any alterations, additions, or improvements to the Premises shall remain and become the property of Landlord upon termination, except as otherwise expressly permitted to be removed pursuant to Section 3.02 or as otherwise agreed in writing by Landlord. Tenant shall repair any damage to the Premises caused by the removal of any property, fixtures, or improvements.

(c) *Final Cleaning and Restoration.* Tenant shall, at Tenant's expense, leave the Premises in a clean and sanitary condition, remove all trash and debris, and repair any damage beyond ordinary wear and tear. All HVAC, plumbing, electrical, security, and other building systems shall be left in good working order.

(d) *Return of Keys and Access Devices.* Upon surrender, Tenant shall deliver to Landlord all keys, access cards, security codes, and other access devices to the Premises, and shall provide Landlord with any passwords or codes necessary to operate building systems, security systems, or other equipment remaining at the Premises.

(e) *Final Inspection.* Landlord may conduct a final walk-through inspection of the Premises with Tenant prior to the end of the Term (or as soon as practicable after an earlier termination). If Landlord elects to conduct such inspection and provides Tenant with a written list of any deficiencies, Tenant shall have the opportunity to cure such deficiencies prior to final surrender, or Landlord may, at its option, cure such deficiencies and charge Tenant the cost thereof plus ten percent (10%) for oversight and management.

(f) *Survival of Obligations.* Tenant's obligations under this Lease that by their nature would survive the termination or expiration of this Lease shall so survive, including without limitation: (i) the obligation to pay rent and other monetary amounts accrued prior to termination; (ii) all indemnification obligations under Article VII and elsewhere in this Lease; (iii) obligations with respect to the condition and surrender of the Premises under this Section 6.01; (iv) confidentiality obligations; and (v) any other obligations expressly stated to survive or which by their nature are intended to survive termination.

SECTION 6.02. Holdover.

(a) *Holdover Tenancy and Rent.* If Tenant shall remain in possession of all or any part of the Premises after the expiration of the Term of this Lease without executing a new lease or extension agreement, such holdover shall create a quarter-to-quarter tenancy only, governed by all of the other terms and provisions of this Lease. During any holdover period, Tenant shall pay quarterly Base Rent equal to two hundred percent (200%) of the quarterly Base Rent payable during the last quarter of the Term. Such holdover rent shall be due and payable in advance on the first day of each quarter of the holdover period.

(b) *Non-Reducing Rent Payments.* Any rent paid during a holdover period shall constitute Non-Reducing Rent Payments (as defined in Section 16.03(d)).

(c) *No Waiver of Landlord's Rights.* No acceptance of rent or other action by Landlord during any holdover period shall be construed as Landlord's consent to Tenant's continued occupancy or as a waiver of Landlord's right to recover possession of the Premises or to recover damages. Tenant shall indemnify and hold Landlord harmless from any and all claims, losses, or damages (including claims by a prospective new tenant) resulting from Tenant's failure to timely surrender the Premises.

(d) *Advance Notice of Intent to Vacate or Extend.* Tenant shall provide Landlord with written notice of Tenant's intent to vacate the Premises or to exercise any option to extend the Term (if applicable) no later than one hundred eighty (180) days prior to the expiration of the then-current Term. Failure to provide such notice shall not constitute a waiver of Tenant's right to vacate or extend, but Landlord may rely on such notice (or the absence thereof) for planning purposes.

SECTION 6.03. Final Reconciliation.

(a) *Final Accounting.* Within sixty (60) days following the termination or expiration of this Lease, Landlord may (but shall have no obligation to) provide Tenant with a final accounting and reconciliation of: (i) Base Rent and any prorated amounts for partial quarters; (ii) Operating Expense Charges, including any year-end true-up for the final Lease year; (iii) utility charges, if paid by Landlord and reimbursable by Tenant; (iv) property taxes reimbursable by Tenant under Section 2.02; (v) any costs incurred by Landlord to cure deficiencies in the condition of the Premises or to repair damage caused by Tenant; and (vi) any other amounts due from Tenant to Landlord or vice versa.

(b) *Payment of Final Amounts.* Any amounts owed by Tenant to Landlord as reflected in the final accounting shall be paid within thirty (30) days after receipt of Landlord's invoice, together with supporting documentation. Any amounts owed by Landlord to Tenant shall be paid within thirty (30) days after delivery of the final accounting.

(c) *Disputes.* If Tenant disputes any item in the final accounting, Tenant shall notify Landlord in writing within thirty (30) days after receipt, specifying the basis for the dispute. The parties shall work in good faith to resolve any such dispute. Tenant's obligation to pay undisputed amounts shall not be deferred pending resolution of disputed items.

Article VII INSURANCE AND INDEMNITY

SECTION 7.01. Liability Insurance.

(a) *Coverage Requirements.* Tenant shall, at Tenant's sole expense and during the entire Term hereof and any holdover period, keep in full force and effect a policy or policies of Commercial General Liability insurance with respect to the Premises and Tenant's operations thereon, in form and substance satisfactory to Landlord, in which the limits of liability shall be not less than U.S. \$5,000,000 per occurrence and \$5,000,000 general aggregate (which coverage may be provided through a combination of primary and umbrella/excess liability policies). Such insurance shall cover premises and operations liability, products and completed operations liability, contractual liability (covering Tenant's indemnity obligations under this Lease), personal and advertising injury liability, and independent contractors liability. The policy or policies shall be written on an occurrence basis (not claims-made) and shall have a deductible or self-insured retention not to exceed \$25,000 per occurrence without Landlord's prior written consent.

(b) *Additional Insured and Primary Coverage.* Landlord, its members, managers, officers, directors, employees, agents, and lenders (and such other parties as Landlord may designate from time to time) shall be named as additional insureds on all such policies using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent or better, or such other endorsement form as may be acceptable to Landlord in its reasonable discretion. The insurance required hereunder shall be primary and non-contributory with respect to any insurance or self-insurance programs maintained by Landlord, and any insurance maintained

by Landlord shall be excess of and shall not contribute with Tenant's insurance. The policy or policies shall contain a waiver of subrogation in favor of Landlord and all additional insureds.

(c) *Insurer Requirements and Cancellation Notice.* The insurance shall be carried with an insurance company or companies licensed and qualified to transact business in the State of Oklahoma and reasonably satisfactory to Landlord, with a rating of A-, VII or better (or A-, Financial Size Category VII or better) in the current Best's Insurance Reports (Key Rating Guide), published by A.M. Best Company, or such higher rating as Landlord may reasonably require. The policy or policies shall contain a clause that the insurer will not cancel, materially change, or fail to renew the insurance without first giving Landlord and any lender designated by Landlord at least thirty (30) days' prior written notice (ten (10) days for nonpayment of premium).

(d) *Proof of Insurance.* Prior to Tenant's commencement of business in the Premises, and thereafter at least fifteen (15) days prior to the expiration of each policy term, Tenant shall deliver to Landlord: (i) a certificate of insurance in form satisfactory to Landlord (ACORD 25 or equivalent) evidencing all required coverages, limits, additional insured status, primary and non-contributory language, and waiver of subrogation; (ii) a copy of the additional insured endorsement(s); and (iii) if requested by Landlord, a certified copy of the full insurance policy or policies. Tenant shall provide updated certificates, endorsements, and policies (if previously required) to Landlord upon any renewal, replacement, or material change in coverage. Failure to provide timely proof of insurance shall be subject to the remedies set forth in subsection (i) below.

(e) *No Limitation on Liability.* Tenant's maintenance of insurance as required by this Section 7.01 shall not be construed to limit Tenant's liability or obligations under this Lease, including without limitation Tenant's indemnification obligations under Section 7.04. If the minimum limits specified above are not sufficient to fully protect Landlord, Tenant shall be responsible for any deficiency.

(f) *Workers' Compensation Insurance.* Tenant shall, at Tenant's sole expense and during the entire Term hereof and any holdover period, maintain Workers' Compensation insurance as required by the laws of the State of Oklahoma, covering all of Tenant's employees working on or about the Premises, with limits not less than the statutory limits required by Oklahoma law. Such policy shall include Employers' Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. The policy shall contain a waiver of subrogation in favor of Landlord and shall be issued by an insurance company licensed and qualified to transact business in the State of Oklahoma with a rating of A-, VII or better in the current A.M. Best Rating Guide. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage prior to the Rent Commencement Date and thereafter in accordance with subsection (d) above. Failure to maintain or provide proof of workers' compensation insurance as required herein shall be subject to the remedies set forth in subsection (i) below.

(g) *Automotive Liability Insurance.* Should the Tenant provide transportation for students and for school activities / events, then the Tenant shall, at Tenant's sole expense and during the entire Term hereof and any holdover period, maintain Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles used in connection with the Premises or Tenant's operations, with combined single limits of not less than \$1,000,000 per accident for bodily injury and property damage. The policy shall name Landlord, its members, managers, officers, directors, employees, agents, and lenders as additional insureds. The policy shall be primary and non-contributory with respect to any insurance maintained by Landlord and shall contain a waiver of subrogation in favor of Landlord and all additional insureds. The policy shall be issued by an insurance company licensed and qualified to transact business in the State of Oklahoma with a rating of A-, VII or better in the current A.M. Best Rating Guide. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage prior to the Rent Commencement

Date and thereafter in accordance with subsection (d) above. Failure to maintain or provide proof of automotive liability insurance as required herein shall be subject to the remedies set forth in subsection (i) below.

(h) *Categorization of Insurance Obligations as Performance Standards.* Tenant's obligations to maintain all insurance required under this Section 7.01, provide Landlord with timely proof of such insurance, and timely reimburse Landlord for property insurance premiums under Section 7.02(c) are subject to the performance violation framework established in Article IV. Failure to maintain required insurance, provide proof of insurance, or reimburse insurance premiums shall be categorized in accordance with Section 4.02 and subject to the remedies set forth in Section 4.03.

(i) *Remedies for Failure to Maintain or Provide Proof of Insurance.* The following remedies shall apply to any failure by Tenant to maintain any insurance required under this Section 7.01 or Section 7.02, or to provide timely proof of such insurance as required:

(i) Performance Violation and Event of Default. Such failure shall constitute a material breach and Event of Default under this Lease, subject to categorization and remedies under Section 4.02 and Section 4.03.

(ii) Landlord's Right to Procure. In the event that Tenant fails to provide evidence of insurance required under this Article VII, or if any such insurance lapses or is cancelled, and if Tenant has not cured such failure within five (5) business days following written notice from Landlord (or immediately if no insurance is in effect), Landlord shall be authorized (but not required) to procure such coverage in commercially reasonable amounts. All costs thereof (including any broker fees or administrative costs) shall be immediately due and payable by Tenant as additional sums and reimbursements, plus an administrative fee equal to fifteen percent (15%) of the premium cost.

(iii) No Waiver. Landlord's right to procure insurance on Tenant's behalf shall not waive any other rights or remedies Landlord may have under this Lease, including the right to declare an Event of Default in accordance with Section 4.02, Section 4.03, Article IV, and Section 12.01, and pursue all remedies under Article XII and Section 4.03.

(iv) Interest on Unpaid Amounts. Any unpaid insurance costs or reimbursements shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate permitted by law, if less) from the due date until paid.

SECTION 7.02. Property Insurance.

(a) *Landlord's Property Insurance.* Landlord may, at Landlord's expense but subject to full reimbursement by Tenant as provided below, obtain and maintain special form ("all risk") property insurance covering the Premises and all improvements forming a part thereof, for and during the entire Lease Term, upon a basis as determined by Landlord in its reasonable discretion, with a responsible insurance company qualified to transact insurance business in the State of Oklahoma. Landlord shall have sole discretion to select the insurance carrier, coverage amounts (provided the minimum replacement value requirement is met), policy terms, deductibles, and all other aspects of such insurance. The policy shall name Landlord as the named insured and loss payee and may name Tenant as an additional insured as Tenant's leasehold interest may appear, in Landlord's discretion. The policy shall contain a clause that the insurer will not cancel or materially change such policy without first giving Landlord at least thirty (30) days' prior written notice (ten (10) days for nonpayment of premium).

(b) *Control of Proceeds.* Landlord shall be the sole loss payee under the property insurance policy and shall receive and control all insurance proceeds related to the building and improvements. Tenant shall have no right to receive, control, or direct the application of any such insurance proceeds, except as expressly provided in Article X with respect to casualty restoration.

(c) *Tenant Reimbursement of Premiums.* Tenant shall reimburse Landlord for the direct cost of all property insurance premiums paid by Landlord with respect to the Premises through the Operating Expense Charges. Such reimbursement shall be at Landlord's actual, direct cost with no administrative markup or overhead charged by Landlord. Landlord may invoice Tenant for such premiums on a monthly estimated basis (with annual reconciliation) or may invoice the full annual premium amount upon renewal, at Landlord's option. Tenant's obligation to reimburse Landlord for property insurance premiums is absolute and unconditional, and Tenant shall have no right to object to the carrier selected, the coverage amounts (provided the minimum requirements are met), the policy terms, or the premium cost, except that Tenant may request that Landlord obtain quotes from alternative carriers if Tenant believes the premium is commercially unreasonable, and Landlord shall consider such request in good faith but shall have no obligation to change carriers.

(d) *Tenant's Personal Property Insurance.* Tenant shall be solely responsible, at Tenant's own expense, for obtaining and maintaining property insurance covering Tenant's personal property, furniture, fixtures, equipment, inventory, trade fixtures, improvements made by Tenant, and all other contents located on or about the Premises ("**Tenant's Personal Property**"). Such insurance shall be in an amount equal to the full replacement value of Tenant's Personal Property and shall be maintained with a carrier licensed to do business in Oklahoma with a rating of A-, VII or better in the current A.M. Best Rating Guide. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage prior to the Rent Commencement Date and annually thereafter at least fifteen (15) days prior to each policy expiration. Landlord shall have no obligation to insure, and expressly disclaims any obligation to insure, any of Tenant's Personal Property.

(e) *Default for Failure to Reimburse or Provide Proof.* Tenant's failure to timely reimburse Landlord for property insurance premiums as invoiced, or Tenant's failure to maintain or provide proof of insurance covering Tenant's Personal Property as required herein, shall constitute a material breach and Event of Default under this Lease. In the event Tenant fails to reimburse Landlord for any property insurance premium invoice within ten (10) days after the due date, such unpaid amount shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate permitted by law, if less) from the due date until paid, and Landlord may exercise any and all remedies available under Article XII. In the event Tenant fails to maintain or provide proof of insurance covering Tenant's Personal Property, Landlord may (but shall not be obligated to) procure such insurance on Tenant's behalf, and all costs thereof (including premiums and any broker or administrative fees) shall be immediately due and payable by Tenant as additional sums and reimbursements, plus an administrative fee equal to fifteen percent (15%) of the premium cost.

(f) *No Obligation to Maintain Coverage if Tenant Defaults.* Notwithstanding subsection (a) above, in the event Tenant is in default under this Lease beyond any applicable cure period, or, if applicable, in the event Tenant fails to reimburse Landlord for property insurance premiums for more than thirty (30) days after invoice, Landlord may (but shall not be obligated to) elect to discontinue maintaining property insurance on the Premises or require Tenant to directly carry such property insurance until such default is cured or such reimbursement is received. Tenant acknowledges and agrees that Landlord's election to discontinue insurance in such circumstances shall not constitute a breach of this Lease or relieve Tenant of any of its obligations hereunder, and Tenant shall bear all risk of loss or damage to the Premises during any period when insurance is not maintained due to Tenant's default or failure to reimburse. Upon cure of the

default or receipt of the overdue reimbursement, Landlord shall use commercially reasonable efforts to reinstate the property insurance.

(g) *Annual Documentation.* Landlord may, within thirty (30) days after the renewal or placement of property insurance each year, provide Tenant with a certificate of insurance or other documentation evidencing the property insurance maintained by Landlord, the annual premium amount, and the carrier information. Upon Tenant's reasonable request (not more than once per policy year), Landlord shall provide Tenant with a copy of the declarations page or other summary of coverage, but Landlord shall have no obligation to provide the full insurance policy unless required by Tenant's lender in connection with Tenant's financing.

SECTION 7.04. Indemnification of Landlord. To the extent allowed by law, Tenant will indemnify, defend, and hold harmless Landlord, its members, managers, officers, directors, employees, agents, lenders, and assigns from and against any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees and costs of defense) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees, invitees or concessionaires. Tenant shall, upon Landlord's request, defend any such claim or action with counsel reasonably satisfactory to Landlord. In case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred by Landlord in connection with such litigation. Tenant shall promptly notify Landlord of any incident, claim, or lawsuit that could give rise to a claim under this indemnification. LANDLORD SHALL NOT BE LIABLE TO TENANT OR TO TENANT'S EMPLOYEES, AGENTS, OR VISITORS, OR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF TENANT, ITS EMPLOYEES, SUBTENANTS, LICENSEES OR CONCESSIONAIRES, OR OF ANY OTHER PERSON ENTERING THE PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT, OR ARISING OUT OF THE USE OF THE PREMISES BY TENANT AND THE CONDUCT OF ITS BUSINESS AND ACTIVITIES THEREIN, OR ARISING OUT OF ANY BREACH OR DEFAULT BY TENANT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS LEASE; AND TENANT HEREBY AGREES TO INDEMNIFY LANDLORD AND HOLD LANDLORD HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE OR INJURY. THE INDEMNITY CONTAINED IN THIS SECTION (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER WORKERS' COMPENSATION OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD, BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

SECTION 7.05. Notice of Incidents.

(a) *Immediate Notice.* Tenant shall give Landlord immediate oral notification by phone, followed by written notice within two (2) business days, in case of: (i) fire, casualty, or other damage to the Premises; (ii) any personal injury requiring medical treatment or any fatality occurring at the Premises; (iii) any structural damage or defects in the roof, foundation, or building systems; (iv) any release or spill of Hazardous Materials; (v) any governmental notice, citation, or violation affecting the Premises; or (vi) any loss of certificate of occupancy or closure/evacuation order.

(b) *Prompt Notice.* Tenant shall give Landlord written notice within five (5) business days of: (i) any other defects in fixtures or equipment located at the Premises; (ii) any property damage with an estimated repair cost exceeding \$2,500; (iii) any claim, lawsuit, or legal proceeding relating to the Premises; or (iv) any incident that could reasonably give rise to a material claim against Landlord or Tenant with respect to the Premises.

(c) *Content and Insurance.* Each notice shall include a description of the incident, the date and location, the extent of any damage or injury, estimated repair costs (if applicable), and confirmation that Tenant has notified (or will promptly notify) its insurance carrier as required by the applicable policy. Tenant shall provide Landlord with copies of any incident reports, governmental notices, or correspondence with insurers upon request.

(d) *Failure to Notify.* Tenant's failure to provide timely notice as required by this Section 7.05 shall constitute a breach of this Lease and may constitute an Event of Default under Section 12.01(f) if such failure continues for more than five (5) business days after Tenant knew or should have known of the event, or if the failure to notify results in material prejudice to Landlord (including loss of insurance coverage or inability to mitigate damages). Tenant's failure to notify does not relieve Tenant of any of its obligations under this Lease, including its indemnification obligations under Section 7.04.

Article VIII ESTOPPEL STATEMENT, ASSIGNMENT, AND SUBLETTING

SECTION 8.01. Estoppel Certificate. Within ten (10) days after request therefor by Landlord, or in the event of a sale, assignment, or hypothecation of the Premises by Landlord, an estoppel certificate shall be required from Tenant. Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect, that there are no defenses or offsets thereto, and such other matters as Landlord may reasonably request.

SECTION 8.02. Attornment. In the event any proceedings are brought for the foreclosure of any mortgage, or in the event of exercise of the power of sale under any mortgage is made by any lender of Landlord, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

SECTION 8.03. Reserved.

SECTION 8.04. Assignment and Subletting. Tenant shall have no right to assign or sublet all or any portion of this Lease or the Premises without Landlord's prior written consent, it being understood that, among other reasons, any change of use of the Premises shall be a reason for withholding consent; provided however, Tenant may assign the Option to Purchase set forth in Article XVI of this Lease to a related not for profit entity, a related wholly owned entity, or a related entity established for the sole purpose of supporting the facilities needs of the School.. Any modification, amendment, or waiver in connection with any sublease or assignment shall be subject to Landlord's prior written approval and consent. Tenant will furnish Landlord with a copy of any sublease, assignment, or amendment thereto of the Premises including insurance and other requirements.

Article IX WASTE AND GOVERNMENTAL REGULATIONS

SECTION 9.01. Waste or Nuisance. Tenant shall not commit or suffer to be committed any waste upon the Premises.

SECTION 9.02. Governmental Regulations. Tenant shall comply with all of the requirements of all county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, including compliance with the Americans with Disabilities Act.

SECTION 9.03. Hazardous Materials. After the Rent Commencement Date of this Lease and during the Term of this Lease: Tenant shall be solely responsible for and shall indemnify and hold harmless Landlord its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability arising out of or attributable to the use, generation, storage, release, discharge, disposal, or presence of Hazardous Materials on or about the Premises (but only to the extent caused by Tenant or its employees, agents, contractors, or sub-contractors or by third persons at any time occupying or present on the Premises under rights granted by Tenant), including without limitations: (a) All foreseeable consequential damages; (b) The cost of any required or necessary repair, cleanup or detoxification of the Premises, including the soil and ground water thereof, and the preparation and implication of any closure, remedial or any other required plans; (c) Damages to any natural resources; (d) All reasonable costs and expenses incurred by Landlord in connection with (a), (b) and (c), including but not limited to reasonable attorneys' and consultants' fees. For purposes hereof, "**Hazardous Materials**" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulations, or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material, now or any time hereinafter in effect.

Article X DESTRUCTION OF PREMISES

SECTION 10.01. Damage or Destruction. If the Premises shall be damaged or destroyed in whole or in part by fire, casualty, or other insured peril during the Term, the following provisions shall apply:

(a) *Notice and Assessment.* Tenant shall immediately notify Landlord of any damage or destruction as required by Section 7.05. Within thirty (30) days after the date of such casualty, Landlord may (but shall have no obligation to) obtain a written estimate from a qualified contractor or insurance adjuster as to: (i) the extent of the damage; (ii) the estimated cost to repair and restore the Premises to substantially the same condition as existed immediately prior to the casualty; and (iii) the estimated time required to complete such restoration. Landlord's failure to obtain or provide such estimate shall not limit or waive any of Landlord's rights under this Article X.

(b) *Insurance Proceeds and Control.* As provided in Section 7.02(b), Landlord is the sole loss payee under the property insurance policy and shall receive and control all insurance proceeds related to the building and improvements. Tenant shall have no right to receive, control, or direct the application of such insurance proceeds, except as expressly provided in this Article X. Tenant shall cooperate fully with Landlord and the insurance carrier in the adjustment and settlement of any casualty claim, including providing access to the Premises for inspection and providing documentation as reasonably requested.

(c) *Landlord's Sole Discretion to Restore or Terminate.* Notwithstanding any other provision of this Lease, upon the occurrence of any casualty to the Premises (whether partial or total, minor or substantial), Landlord shall have the absolute and sole right, exercisable in Landlord's sole and absolute discretion, to elect either (i) to restore the Premises using the available insurance proceeds as provided in subsection (d) below, or (ii) to terminate this Lease and retain all insurance proceeds. Landlord may exercise

this termination right by providing written notice to Tenant at any time within sixty (60) days after the date of the casualty (or, if later, within sixty (60) days after Landlord becomes aware of the full extent of the damage). Landlord shall have no obligation to justify, explain, or provide any reason for its decision to terminate, and may elect to terminate for any reason or for no reason, including without limitation based on: the extent of damage; estimated restoration costs and timeline; availability of insurance proceeds; Tenant's performance history; the remaining Term; market conditions; Landlord's strategic objectives; or any other factor Landlord deems relevant in its sole discretion. If Landlord timely elects to terminate, this Lease shall terminate as of the date specified in Landlord's notice (which may be the date of the casualty or any later date), rent shall be apportioned and adjusted as of such termination date, all insurance proceeds shall be retained by Landlord, Tenant's purchase option under Article XVI shall immediately terminate and be of no further force or effect, and neither party shall have any further obligation to the other under this Lease except for obligations that expressly survive termination. Tenant shall have no right to elect termination of this Lease due to any casualty and shall have no right to compel Landlord to restore.

(d) *Landlord's Conditional Obligation to Restore Using Insurance Proceeds.* If, and only if, Landlord does not elect to terminate this Lease pursuant to subsection (c) within the time period specified therein, then Landlord may, in its sole discretion, elect to restore the Premises, but only if all of the following conditions are satisfied: (i) the Premises are not rendered wholly untenantable; (ii) the estimated cost of restoration does not exceed the available insurance proceeds (after deduction of deductible and any amounts Landlord reasonably deems necessary to reserve for project management, oversight, contingencies, and Landlord's costs and expenses); (iii) the estimated restoration period does not exceed one hundred twenty (120) days; (iv) Tenant is not in default under this Lease; (v) Tenant has been in compliance with all performance standards and reporting requirements under Article IV and the Compliance Agreement for at least the preceding twelve (12) months; and (vi) Landlord determines, in its sole discretion, that restoration is in Landlord's best interest. If any of the foregoing conditions is not satisfied, Landlord shall have no obligation to restore and may elect to terminate this Lease at any time by providing written notice to Tenant, in which case all insurance proceeds shall be retained by Landlord. If Landlord elects to restore, Landlord shall use the available insurance proceeds (after deduction of deductible and Landlord's reasonable reserves as described above) to restore the Premises. Landlord's obligation to restore shall be limited to: (A) the building shell, structure, and base building systems only (and shall not include Tenant's Personal Property, trade fixtures, or any alterations or improvements made by Tenant, which shall be Tenant's sole responsibility to restore at Tenant's expense); (B) restoration using the available insurance proceeds, with no obligation on Landlord's part to contribute any additional funds beyond the insurance proceeds; and (C) restoration to a condition that is substantially similar (but not necessarily identical) to the condition immediately prior to the casualty, as determined by Landlord in its reasonable discretion.

(e) *Landlord's Right to Terminate During Restoration for Insufficient Proceeds.* Even if Landlord initially elects to restore the Premises pursuant to subsection (d), Landlord shall retain the absolute right to terminate this Lease at any time during the restoration process if Landlord determines in its sole discretion that the insurance proceeds are insufficient or are likely to be insufficient to fully restore the Premises. Without limiting the foregoing, Landlord may also terminate at any time during restoration, without liability to Tenant, upon written notice to Tenant, if Landlord determines in its sole discretion that: (i) restoration is taking longer than anticipated or is not economically feasible; (ii) restoration costs are exceeding or are likely to exceed the available insurance proceeds; (iii) unforeseen conditions, code requirements, or other issues have arisen that make restoration impractical or that would require Landlord to contribute funds beyond the insurance proceeds; (iv) Tenant has committed any default or breach under this Lease; (v) Tenant's financial condition, enrollment, academic performance, or operational status has materially deteriorated; or (vi) for any other reason or for no reason, in Landlord's sole and absolute discretion. Upon any such termination, Landlord shall retain all insurance proceeds (including any amounts not yet applied to restoration work), Tenant's purchase option under Article XVI shall immediately

terminate, and neither party shall have further obligations except those that survive termination. Landlord shall have no obligation to refund or credit Tenant for any portion of insurance proceeds applied to partial restoration work prior to termination, and Tenant shall have no claim for damages, reimbursement, or compensation of any kind.

(f) *No Obligation to Complete Restoration; No Obligation to Contribute Funds.* Landlord's election to commence restoration (if any) shall not constitute a guaranty or commitment that restoration will be completed. Landlord shall have no obligation to contribute any funds beyond the available insurance proceeds to complete restoration. If at any time Landlord determines in its sole discretion that the insurance proceeds are insufficient to fully restore the Premises, or that the projected final cost of restoration will exceed the available insurance proceeds, or that additional circumstances make restoration undesirable, Landlord may, in its sole discretion, either (i) elect to contribute additional funds necessary to complete the restoration (but Landlord shall have no obligation whatsoever to do so), or (ii) immediately terminate this Lease upon written notice to Tenant, in which case Landlord shall retain all insurance proceeds (including amounts already spent on restoration), Tenant's purchase option under Article XVI shall immediately terminate and be of no further force or effect, and neither party shall have further obligations except those that survive termination. If Landlord elects to proceed with restoration (whether pursuant to subsection (d) or otherwise), Landlord shall proceed subject to delays caused by force majeure, insurance adjustments, governmental approvals, and any other events or circumstances beyond Landlord's control or that Landlord deems to cause delay, and Tenant shall have no right to terminate or claim damages due to any such delay except as expressly provided in subsection (j) below.

(g) *Rent Abatement Limited.* If the Premises are rendered wholly or partially untenantable due to a casualty covered by this Article X, and if this Lease is not terminated, and if Landlord elects to restore, then Base Rent shall be abated proportionately based on the portion of the Premises rendered untenantable and not reasonably usable by Tenant, for the period commencing on the date of the casualty and ending on the earlier of (i) the date Landlord notifies Tenant that restoration is substantially complete and the Premises are available for re-occupancy, or (ii) the date Tenant actually recommences any business operations in any portion of the Premises. Notwithstanding the foregoing, Tenant's obligation to pay all Operating Expense Charges (including property insurance premiums, taxes, and other charges under Section 2.01(e) and Section 2.02) shall continue without abatement during any casualty or restoration period. Tenant shall have no claim against Landlord for any loss of use, business interruption, or consequential damages resulting from any casualty or the restoration process. Tenant is encouraged to maintain business interruption insurance at Tenant's own expense. Landlord's provision of any rent abatement shall not limit or waive Landlord's right to terminate this Lease at any time pursuant to subsections (c), (e), or (f).

(h) *Tenant's Obligations During Restoration.* During any restoration period, Tenant shall: (i) continue to maintain all insurance required under Article VII; (ii) continue to pay all Operating Expense Charges without abatement; (iii) cooperate with Landlord and Landlord's contractors to facilitate restoration; (iv) not interfere with restoration work; (v) maintain security of the Premises and Tenant's Personal Property; (vi) restore any of Tenant's Personal Property, alterations, or improvements at Tenant's sole expense; and (vii) perform all other obligations under this Lease. Tenant's failure to perform any of the foregoing obligations shall constitute an Event of Default and shall entitle Landlord to immediately terminate this Lease pursuant to Article XII in addition to all other remedies.

(i) *Uninsured Casualties and Tenant Fault.* Notwithstanding the foregoing, if the casualty is not covered by the property insurance maintained pursuant to Section 7.02 (whether due to policy exclusions, Tenant's failure to reimburse premiums resulting in lapse of coverage pursuant to Section 7.02(f), Tenant's failure to maintain required insurance, or any other reason), or if the casualty is caused in whole or in part by the negligence, willful misconduct, or breach of this Lease by Tenant, its agents, employees, contractors, students, or invitees, then: (i) Landlord shall have the absolute right to terminate

this Lease immediately upon written notice to Tenant without any obligation to restore, and Tenant's purchase option under Article XVI shall immediately terminate; (ii) if Landlord elects to restore, Tenant shall reimburse Landlord for the full cost of restoration (including all hard costs, soft costs, and an overhead and management fee) within thirty (30) days after invoice, and all such amounts shall bear interest at ten percent (10%) per annum if not timely paid; (iii) there shall be no abatement of rent or other charges; and (iv) Tenant shall remain liable for all of its obligations under this Lease and shall indemnify Landlord for all losses, costs, expenses, diminution in value, and damages of any kind related to such casualty pursuant to Section 7.04, including Landlord's lost rent, lost opportunity costs, and consequential damages.

(j) *No Tenant Termination Rights.* Tenant shall have no right to terminate this Lease due to any casualty, any delay in restoration, or Landlord's election not to restore, except that if (i) Landlord has elected to restore pursuant to subsection (d), and (ii) Landlord has not substantially completed restoration within eighteen (18) months after the casualty (excluding delays caused by force majeure, Tenant's interference, governmental actions, or any other events beyond Landlord's control), and (iii) the Premises remain wholly untenable, and (iv) Tenant is not in default under this Lease, then Tenant may terminate this Lease by providing ninety (90) days' written notice to Landlord, provided that if Landlord substantially completes the restoration or elects to terminate the Lease during such ninety (90) day notice period, Tenant's termination notice shall be void and of no effect.

(k) *Casualty Near End of Term.* If a casualty occurs at any time during the last eighteen (18) months of the Term, Landlord shall have the sole and absolute right to elect whether to restore or to terminate this Lease by written notice to Tenant within sixty (60) days after the date of the casualty (or such longer period as Landlord may require to assess the damage), regardless of the extent of damage, availability of insurance proceeds, or estimated restoration period. Tenant shall have no termination right under this subsection (k). If Landlord elects to terminate, Tenant's purchase option under Article XVI shall immediately terminate.

(l) *Effect on Purchase Option.* Any termination of this Lease pursuant to this Article X shall automatically terminate Tenant's purchase option under Article XVI as of the date of termination, and Tenant shall have no right to purchase the Premises or to receive any credit or refund for rent payments previously made, except as may be expressly provided in Section 12.05 if applicable. The treatment of rent credits upon casualty termination shall be governed by Section 12.05(c). Tenant expressly acknowledges and agrees that Landlord's casualty termination rights under this Article X are absolute and may be exercised in Landlord's sole and absolute discretion for any reason or for no reason, and that Landlord shall have no liability to Tenant for any election to terminate rather than restore.

Article XI CONDEMNATION

SECTION 11.01. Total Taking. If the whole of the Premises, or such portion thereof as to render the remainder unusable for the operation of a charter school, shall be taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of taking, and rent shall be apportioned and paid to such date. In the event of such total taking, all awards and compensation shall be paid to and be the sole property of Landlord, and Tenant hereby assigns to Landlord any and all right, title, and interest it may have in or to any such award. Notwithstanding the foregoing, Tenant shall have the right to make a separate claim against the condemning authority (but not against Landlord or out of Landlord's award) for Tenant's relocation expenses, loss of business, and Tenant's Personal Property, to the extent such claim does not reduce the award payable to Landlord.

SECTION 11.02. Partial Taking. If a portion of the Premises shall be taken by condemnation or in any other manner for any public or quasi-public purpose, and the remaining portion of the Premises is

reasonably suitable for continued operation as a charter school, this Lease shall continue in full force and effect, but the Base Rent shall be reduced in proportion to the area of the Premises taken, effective as of the date of taking. Landlord shall have the right, but not the obligation, to restore the remaining portion of the Premises to a condition reasonably suitable for Tenant's continued use, using such portion of the condemnation award as Landlord deems appropriate. All condemnation awards for a partial taking shall be the sole property of Landlord. Tenant shall have the right to make a separate claim against the condemning authority (but not against Landlord or out of Landlord's award) for Tenant's relocation expenses, business interruption, and Tenant's Personal Property, to the extent such claim does not reduce the award payable to Landlord. If the remaining portion of the Premises is not reasonably suitable for continued operation as a charter school, either Landlord or Tenant may elect to terminate this Lease by providing written notice to the other party within thirty (30) days after the date of taking.

SECTION 11.03. Temporary Taking. If the Premises or any part thereof shall be taken for temporary use, this Lease shall continue in full force and effect, and Tenant shall continue to pay rent without abatement. Tenant shall be entitled to receive that portion of any award for such temporary taking that represents compensation for the use and occupancy of the Premises for the period of the taking up to the end of the Term, and Landlord shall be entitled to receive the balance of such award.

SECTION 11.04. Effect on Purchase Option. In the event of a total taking pursuant to Section 11.01, Tenant's purchase option under Article XVI shall terminate as of the date of taking. In the event of a partial taking pursuant to Section 11.02 where this Lease continues, the Purchase Price shall be reduced by the proportion of the Premises taken, and all rent paid prior to the taking shall continue to be credited toward the reduced Purchase Price (unless such rent was designated as Non-Reducing Rent Payments). Landlord and Tenant shall execute an amendment to this Lease and **Exhibit F** reflecting the adjusted Purchase Price and rent credit schedule.

Article XII EVENTS OF DEFAULT AND REMEDIES

SECTION 12.01. Events of Default. The following shall constitute "Events of Default" under this Lease:

- (a) *Non-Payment of Rent.* Any failure of Tenant to pay any Base Rent, additional sums and reimbursements, or other monetary obligation due hereunder within ten (10) days after the same shall be due;
- (b) *Core Defaults.* Any Core Default as defined and described in Section 4.02(a) and designated as such in the Compliance Agreement. Core Defaults shall constitute immediate Events of Default with no cure period, and Landlord shall have the immediate right to exercise any and all remedies set forth in Section 4.03(a) and Article XII;
- (c) *Covenant Violations.* Any Covenant Violation as defined and described in Section 4.02(b) and designated as such in the Compliance Agreement. Covenant Violations shall be subject to the cure and escalation procedures set forth in Section 4.03(b), and shall constitute an Event of Default hereunder if Tenant fails to timely cure such violation in accordance with such procedures or if Landlord exercises its right to terminate pursuant to Section 4.03(b)(iii);
- (d) *Reporting Failures.* Any persistent failure to provide Reporting Items as described in Section 4.02(c) and designated as such in the Compliance Agreement, or any failure to provide such items within ten (10) business days after written notice from Landlord, if Landlord elects to declare such failure an Event of Default pursuant to Section 4.03(c);

(e) *Breach of Article IV Obligations.* Any failure to perform or comply with any of the covenants, obligations, or requirements set forth in Section 4.01, including without limitation the obligations to maintain charter good standing, Public Charity Status, and mission integrity, which failure is not otherwise addressed in subsections (b), (c), or (d) above and which does not fall within the categories established by Section 4.02 and in the Compliance Agreement, and which failure continues for more than thirty (30) days after written notice of such default shall have been given to Tenant (or, if such failure cannot reasonably be cured within thirty (30) days, if Tenant fails to commence such cure within thirty (30) days and diligently prosecute the same to completion); provided, however, that any loss, revocation, modification, or suspension of Tenant's Public Charity Status shall be subject to Landlord's termination right under Section 4.01(c) with only ten (10) days to cure as provided therein, and if not cured or remedied within such ten (10) day period, such loss shall constitute an immediate Event of Default hereunder;

(f) *Breach of Other Lease Covenants.* Any failure to perform any other term, condition, or covenant of this Lease not addressed in subsections (a) through (e) above, which failure continues for more than thirty (30) days after written notice of such default shall have been given to Tenant (or, if such failure cannot reasonably be cured within thirty (30) days, if Tenant fails to commence such cure within thirty (30) days and diligently prosecute the same to completion);

(g) *False or Incorrect Reporting.* If Tenant or an agent of Tenant shall knowingly or recklessly falsify, misrepresent, or provide false or incorrect information in any material report, document, or information required to be furnished to Landlord, any charter school Authorizing Agency, accrediting agency, or other governmental body;

(h) *Bankruptcy and Insolvency.* If Tenant shall become bankrupt or insolvent or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property;

(i) *Assignment for Benefit of Creditors.* If Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; or

(j) *Abandonment.* If Tenant shall abandon said Premises or suffer this Lease to be taken under any writ of execution.

Upon the occurrence of any Event of Default described above, Landlord, in addition to any other rights or remedies it may have at law or in equity, shall have the immediate right of re-entry and may remove all persons and property and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. The rights and remedies available to Landlord for Events of Default under Article IV shall be as set forth in Section 4.03, and such rights and remedies shall be cumulative with and in addition to the rights and remedies set forth in this Article XII.

SECTION 12.02. Right to Relet. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, in its sole discretion, provide Tenant with thirty (30) days' written notice before reletting or selling the Premises, during which time Tenant may (i) cure any curable Event of Default, or (ii) with Landlord's reasonable consent, arrange for assignment of this Lease to a qualified successor charter school operator approved by the Authorizing Agency. Landlord has no obligation to provide such notice, and Landlord's election not to provide such notice shall not limit any of Landlord's rights or remedies under this Lease. If Landlord elects to provide such notice and Tenant does not cure or arrange an approved assignment within

such thirty (30) day period, Landlord may either terminate this Lease or, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet said Premises or any part thereof for such Term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals, received from such reletting during any quarter be less than that to be paid during that quarter by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid quarterly. No such re-entry or taking possession of said Premises by Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. For the avoidance of doubt, the thirty (30) day notice opportunity set forth in this Section shall not apply to Events of Default under Section 12.01(b) (Core Defaults), Section 12.01(h) (bankruptcy), Section 12.01(i) (assignment for benefit of creditors), or Section 12.01(j) (abandonment), for which Landlord may exercise immediate remedies without any notice.

SECTION 12.03. Waiver of Rights or Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed (a) for an Event of Default under Section 12.01(a) (non-payment of rent) that remains uncured for more than thirty (30) days after the due date, (b) for any Core Default under Section 12.01(b), (c) for false reporting under Section 12.01(g), (d) for bankruptcy or insolvency under Section 12.01(h), (e) for assignment for the benefit of creditors under Section 12.01(i), or (f) for abandonment under Section 12.01(j). For Events of Default under Section 12.01(c) (Covenant Violations), Section 12.01(d) (Reporting Failures), Section 12.01(e) (other Article IV breaches), and Section 12.01(f) (other Lease breaches), Tenant retains all statutory rights of redemption to the extent provided by applicable law, provided that Tenant timely exercises such rights and cures all defaults.

SECTION 12.04. Breach by Landlord. Tenant shall have no claim for breach of this Lease by Landlord unless (a) Tenant provides Landlord with written notice specifically describing the alleged breach, (b) such breach is material and substantially interferes with Tenant's ability to operate the Premises as a charter school, and (c) Landlord fails to cure such breach within thirty (30) days after receipt of such notice (or, if not curable within thirty (30) days, Landlord fails to commence cure within thirty (30) days and diligently pursue such cure). Tenant's sole remedies for any breach by Landlord shall be limited to: (i) specific performance (not available for any breach relating to the condition of the Premises as accepted "as-is" pursuant to Section 3.01); or (ii) monetary damages not to exceed Base Rent paid during the twelve (12) months immediately preceding the breach. Tenant expressly waives all other remedies, including without limitation the right to terminate this Lease (except if Tenant is completely prevented from operating the charter school for ninety (90) consecutive days due to Landlord's uncured breach), consequential damages of any kind, and any right to abate, reduce, withhold, or offset rent. Tenant's obligation to pay all rent and

perform all obligations under this Lease shall continue during any dispute with Landlord, and Tenant's failure to do so shall constitute an Event of Default under Section 12.01.

SECTION 12.05. Treatment of Rent Credits Upon Default.

(a) *General Rule on Rent Credits.* Upon the occurrence of any Event of Default, or upon termination of this Lease for any reason:

(i) All Base Rent payments previously designated as Reducing Rent Payments and credited toward the Purchase Price under Article XVI through the date of the default or termination shall be preserved and shall not be revoked, clawed back, or forfeited; and

(ii) All Base Rent payments made by Tenant from and after the date of the default or termination shall constitute Non-Reducing Rent Payments and shall not be credited toward the Purchase Price.

(b) *Landlord's Setoff Right.* Notwithstanding subsection (a)(i), Landlord may set off against any accumulated rent credits all amounts owed by Tenant to Landlord under this Lease. Such setoff amounts may include, without limitation, unpaid rent, late charges, and interest, as well as costs incurred by Landlord to repair, restore, or remediate the Premises, attorneys' fees and legal costs, brokerage commissions, and any diminution in the fair market value of the Premises caused by Tenant's use, alterations, or failure to maintain the Premises in accordance with this Lease.

(c) *Casualty and Condemnation.* If Landlord terminates this Lease pursuant to Article X (Destruction of Premises) or Article XI (Condemnation), Tenant shall not be entitled to any refund or credit of rent previously paid. Landlord shall retain all insurance proceeds and condemnation awards as provided in Articles X and XI, and all rent paid prior to termination shall be deemed fully earned as consideration for Tenant's use and occupancy of the Premises.

(d) *Landlord's Accounting.* Following any termination of this Lease, Landlord shall provide Tenant with a written accounting of: (i) the total Reducing Rent Payments accumulated through the date of default or termination; (ii) any amounts Landlord is entitled to set off pursuant to subsection (b); and (iii) the net credit balance after application of any setoff. Tenant shall have thirty (30) days to dispute any item by written notice specifying the basis for the dispute, and the parties shall work in good faith to resolve any such dispute.

(e) *No Independent Value of Credits.* Accumulated rent credits represent only a reduction in the Purchase Price payable upon Tenant's exercise of the purchase option under Article XVI and have no independent monetary value. If the purchase option is not exercised or is terminated for any reason, Landlord shall have no obligation to pay, refund, or otherwise compensate Tenant for any accumulated rent credits.

(f) *Preservation of Rights During Default and Forbearance Discussions.* Landlord's acceptance of any rent payment (whether full, partial, or late) after the occurrence of an Event of Default, or during any cure period, shall not constitute a waiver of such Event of Default or Landlord's right to pursue any remedy under this Lease or applicable law. Landlord's engagement in discussions, negotiations, or communications with Tenant regarding any Event of Default, potential cure, payment arrangement, forbearance, or workout shall not: (i) waive or cure any Event of Default; (ii) restart or extend any cure period; (iii) create any obligation on Landlord's part to forbear from exercising remedies; (iv) estop Landlord from exercising any remedy at any time; or (v) constitute any agreement, representation, or commitment by Landlord unless and until a written forbearance agreement is fully executed by both parties.

Time spent in negotiations or discussions shall not toll, extend, or otherwise affect any of Landlord's rights or remedies. Landlord may, in its sole and absolute discretion, discontinue any discussions or negotiations and immediately pursue any and all remedies available under this Lease or applicable law at any time, with or without notice to Tenant. Any statements, proposals, term sheets, or draft agreements exchanged during negotiations shall be deemed offers to compromise within the meaning of applicable evidence rules and shall not be admissible as evidence of any waiver, agreement, or admission by Landlord.

(g) *Survival.* The provisions of this Section 12.05 shall survive the expiration or earlier termination of this Lease.

Article XIII

TAXES ON LEASEHOLD

SECTION 13.01. Tenant's Obligation. Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes, if any, assessed during the Term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the Premises by Tenant.

SECTION 13.02. Landlord's Right to Pay and Seek Reimbursement. If Tenant fails to pay any taxes described in Section 13.01 when due, Landlord may, at its option but without obligation, pay such taxes on Tenant's behalf. In such event, Landlord may, in its sole discretion, either (a) include such paid taxes in the Operating Expense Charges, or (b) invoice Tenant directly for immediate payment as additional sums and reimbursements. Any such amounts paid by Landlord and not timely reimbursed by Tenant shall: (i) bear interest at the rate of ten percent (10%) per annum (or the maximum rate permitted by law, if less) from the date paid by Landlord until reimbursed by Tenant; (ii) include any penalties, late fees, or interest charges assessed by the taxing authority as a result of Tenant's failure to timely pay; and (iii) include an administrative fee equal to fifteen percent (15%) of the total tax amount paid by Landlord. Tenant shall reimburse Landlord within ten (10) days after receipt of Landlord's invoice, together with supporting documentation. Landlord's payment of such taxes on Tenant's behalf shall not waive Tenant's default or limit any other remedies available to Landlord under this Lease, and such failure to pay when due may constitute an Event of Default under Section 12.01(f).

SECTION 13.03. Proof of Payment. Upon Landlord's request, Tenant shall provide Landlord with proof of payment of all taxes required to be paid by Tenant under this Article XIII, including receipts or tax statements marked "Paid," within fifteen (15) days after such request.

Article XIV

SUCCESSORS

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors, and assigns of the said parties, and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein.

Article XV
QUIET ENJOYMENT

Upon payment by Tenant of the rents herein provided, upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, including but not limited to Landlord's

rights under Article X (Destruction of Premises) and Article XI (Condemnation), and subject to all matters of record.

Article XVI OPTION TO PURCHASE

SECTION 16.01. Tenant's Option to Purchase. For and in consideration of the Lease, and provided that (a) Tenant is not in default in the performance of this Lease beyond any applicable cure period with respect to the payment of Base Rent or other monetary obligations, and (b) Tenant is not subject to any Core Default under Article IV, Landlord grants to Tenant a right and option to purchase at any time during the initial five (5) year Term of this Lease the Premises for use as an Open Enrollment Charter School. In the event Tenant elects to purchase the Premises, Tenant shall give written notice to Landlord of such election to purchase at least ninety (90) days prior to the proposed date of such purchase (the "**Tenant Purchase Notice**"). Closing shall occur on the date proposed in the Tenant Purchase Notice, which shall be on or before the last day of the Term of this Lease, or on such other date as the parties may mutually agree in writing. Tenant's option to purchase under this Section shall automatically terminate and be of no further force or effect upon the occurrence of any Event of Default under Section 12.01(a) (non-payment of rent for more than thirty (30) days), Section 12.01(b) (Core Default), Section 12.01(h) (bankruptcy or insolvency), Section 12.01(i) (assignment for benefit of creditors), or Section 12.01(j) (abandonment). If this Lease is terminated for any reason prior to Tenant's exercise of this option, the option shall immediately terminate.

SECTION 16.02. Purchase Price; Rent Credits; Final Determination.

(a) *Purchase Price Components.* The purchase price for the Premises (the "**Purchase Price**") shall be a sum equal to all of Landlord's costs of making the Premises available for Tenant's use as an open enrollment charter school, including without limitation: (i) all costs of acquiring the Premises, including purchase price, closing costs, title insurance, survey costs, transfer taxes, and legal fees; (ii) all costs of designing, engineering, permitting, planning, and architectural services for improvements to the Premises; (iii) all hard costs of constructing, remodeling, renovating, and improving the Premises, including labor, materials, equipment, and contractor fees; (iv) all soft costs associated with the development and construction of improvements, including construction management fees, project management, inspection fees, testing, commissioning, financing costs, interest carry during construction, insurance, and other development expenses; and (v) reasonable overhead and administrative costs directly allocable to the project; provided however that such overhead and administrative costs shall not exceed One Hundred Thousand Dollars (\$100,000). The Purchase Price shall also include all costs incurred during the Term as provided in subsection (b) below. The "Baseline Purchase Price" means the Purchase Price as finally determined pursuant to subsection (b) below based on actual acquisition, development, and construction costs incurred through the certificate of occupancy date, before any additions made during the Term pursuant to subsection (b).

(b) *Baseline Purchase Price and Ongoing Additions During the Term.* The Purchase Price set forth in subsection (a) is an estimate based on projected costs. Within thirty (30) days following the issuance of a final certificate of occupancy for the Premises and Landlord's receipt of final invoices, lien releases, and accounting for all initial project costs, Landlord may (but shall have no obligation to) prepare and deliver to Tenant a Baseline Purchase Price Statement setting forth Landlord's actual costs in each of the categories described in subsection (a)(i) through (v) and calculating the Baseline Purchase Price based on acquisition, development, and construction costs incurred through the certificate of occupancy date. Tenant shall have thirty (30) days after receipt of the Baseline Purchase Price Statement to review and approve the same, which approval shall not be unreasonably withheld, conditioned, or delayed. If Tenant disputes any item, Tenant shall notify Landlord in writing within such thirty (30) day period, specifying the basis for the dispute and providing supporting documentation. The parties shall work in good faith to resolve

any such dispute within thirty (30) days. Upon agreement or resolution of any disputes, Landlord and Tenant shall execute an amendment to **Exhibit F** confirming the Baseline Purchase Price as of the date of its execution. If Tenant fails to object within thirty (30) days after receiving a Baseline Purchase Price Statement from Landlord, the Baseline Purchase Price Statement shall be deemed approved. The Baseline Purchase Price established under this subsection (b) is not the final Purchase Price. Throughout the Term, the Purchase Price shall be increased to include: (i) all costs incurred by Landlord in performing Landlord's maintenance, repair, and replacement obligations under Section 5.01(a), as provided in Section 5.01(d); (ii) any costs resulting from Tenant-requested changes to Landlord's Work under Section 1.04(f) and **Exhibit B**; and (iii) any other costs properly includable under subsection (a) above that are incurred after the certificate of occupancy date. Landlord shall document all such additions to the Purchase Price in the Purchase Price Ledger maintained pursuant to subsection (e) and **Exhibit F**. The Final Purchase Price for purposes of closing on any purchase transaction under this Article XVI shall be the Baseline Purchase Price established under this subsection (b) plus all additions documented in the Purchase Price Ledger through the date of closing.

(c) *Rent Credits (Reducing Rent Payments)*. The Purchase Price determined under subsections (a) and (b) shall be reduced by the total amount of all Reducing Rent Payments made by Tenant to Landlord from the Rent Commencement Date through the date of closing on the purchase of the Premises. **"Reducing Rent Payments"** means all Base Rent payments made by Tenant during the Term of this Lease, except for those payments designated as Non-Reducing Rent Payments under subsection (d) below. The net amount due from Tenant to Landlord at closing shall be the Purchase Price (including all additions through the closing date) less the total amount of Reducing Rent Payments. For avoidance of doubt, Operating Expense Charges as defined in Section 2.01(e) shall not reduce or be credited against the Purchase Price

(d) *Non-Reducing Rent Payments*. **"Non-Reducing Rent Payments"** means Base Rent payments made by Tenant to Landlord that do not reduce or count toward the Purchase Price, and which are comprised of the following: (i) any and all rent payments made by Tenant during any holdover period or other period of occupancy by Tenant after the Expiration Date (as defined in Section 1.02), whether pursuant to Section 6.02 or otherwise; (ii) any and all rent payments made by Tenant during any period within which Landlord has elected to impose Non-Reducing Rent Payments as a remedy for a Covenant Violation pursuant to Section 4.03(b)(ii), including without limitation any period during which Tenant has failed to meet the performance goals relating to enrollment, academics, or financial health as set forth in the Compliance Agreement, with such period commencing and terminating as specified in Landlord's written notice pursuant to Section 4.03(b)(ii); and (iii) any other rent payments, including without limitation Operating Expense Charges, that are expressly designated in this Lease or in a written notice from Landlord to Tenant as Non-Reducing Rent Payments. Tenant acknowledges and agrees that if Tenant does not purchase the Premises by the Expiration Date and, with Landlord's consent, extends or continues occupancy beyond the Expiration Date (whether pursuant to a formal extension agreement, a month-to-month holdover, or otherwise), no further rental payments made after the Expiration Date will be applied toward reducing the Purchase Price.

(e) *Purchase Price Ledger and Reporting*. Landlord may (but shall have no obligation to) maintain a ledger (the **"Purchase Price Ledger"**) documenting: (i) the Final Purchase Price as determined under subsection (b); (ii) each Base Rent payment received from Tenant, with the date and amount; (iii) the designation of each such payment as either a Reducing Rent Payment or a Non-Reducing Rent Payment; (iv) the running total of Reducing Rent Payments applied as a credit toward the Purchase Price; and (v) the net Purchase Price remaining after application of all Reducing Rent Payments (the **"Net Purchase Price Due at Closing"**). Landlord may provide Tenant with an updated statement reflecting the information in the Purchase Price Ledger on an annual basis, within sixty (60) days after each anniversary of the Rent Commencement Date, and upon request in connection with Tenant's exercise of the purchase

option under Section 16.01. Tenant shall have thirty (30) days after receipt of each annual statement to review and dispute any categorization of a payment as a Reducing Rent Payment or Non-Reducing Rent Payment by providing written notice to Landlord specifying the basis for the dispute and providing supporting documentation. If Landlord has imposed a Non-Reducing Rent Payment period pursuant to Section 4.03(b)(ii), and if Tenant believes that: (A) the underlying Covenant Violation has been cured and Tenant has achieved sustained compliance with the applicable performance standard(s), or (B) where Landlord's notice specified performance-based termination criteria under Section 4.03(b)(ii)(C)(2), Tenant has satisfied such criteria, or (C) where no specific end date or performance criteria were specified, Tenant has demonstrated material and sustained performance improvement, then Tenant may submit a written request to Landlord requesting that subsequent rent payments be restored to Reducing Rent Payment status. Such request shall include: (1) identification of the specific Covenant Violation and the date of Landlord's notice imposing Non-Reducing Rent Payments; (2) detailed documentation demonstrating that the violation has been cured or the specified performance criteria have been met, including supporting data covering a reasonable period of sustained performance (generally not less than two (2) consecutive quarters or one (1) semester, as applicable); (3) Tenant's current performance status with respect to all performance standards in the Compliance Agreement; and (4) any other information reasonably demonstrating sustained compliance and improvement. Landlord may review any such request and respond in writing within thirty (30) days after receipt, either: (i) approving the request and confirming the date on which subsequent rent payments will be restored to Reducing Rent Payment status; (ii) denying the request with a brief explanation of the basis for denial (which may include insufficient evidence of sustained improvement, concerns about other performance metrics, or Landlord's reasonable judgment that additional time is needed to confirm sustained performance); or (iii) requesting additional information or documentation, in which case Landlord shall have an additional thirty (30) days after receipt of such additional information to respond. If Landlord fails to respond within the applicable time period, Tenant may send a second written notice referencing the original request and requesting a response. If Landlord fails to respond within fifteen (15) days after receipt of such second notice, the request shall be deemed approved and rent payments shall be restored to Reducing Rent Payment status effective as of the first day of the month following the expiration of such fifteen (15) day period. Notwithstanding the foregoing deemed approval provision, Landlord may, upon discovering a continued or new performance deficiency, reimpose Non-Reducing Rent Payments prospectively upon written notice in accordance with Section 4.03(b)(ii). Landlord's determination to approve or deny any restoration request shall be made in good faith based on the information provided and Landlord's reasonable assessment of Tenant's sustained performance and compliance but shall not be subject to challenge except in the case of fraud, intentional misrepresentation of facts by Landlord, or Landlord's failure to consider the information actually provided by Tenant.

SECTION 16.03. Closing Procedures.

(a) *AS IS Conveyance.* Tenant acknowledges and agrees that the conveyance of the Premises pursuant to this Article XVI shall be made on an "AS IS, WHERE IS" basis, with all faults, and subject to all matters of record, all easements, covenants, conditions, and restrictions of record, all applicable zoning ordinances and regulations, all building and use restrictions, and all other matters affecting title to the Premises. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING TITLE TO THE PREMISES, THE CONDITION OF TITLE, OR THE ABSENCE OF LIENS, ENCUMBRANCES, OR OTHER DEFECTS, AND TENANT SHALL ACCEPT TITLE IN ITS CONDITION AT CLOSING, SUBJECT TO ALL MATTERS OF RECORD AND ALL EXCEPTIONS SHOWN IN THE TITLE COMMITMENT.

(b) *Title Commitment for Informational Purposes Only.* Within fifteen (15) days after Tenant's exercise of the purchase option under Section 16.01, Landlord may, at Tenant's expense, order a commitment for an owner's policy of title insurance showing the state of title to the Premises as of the date of the commitment. If obtained, the title commitment shall be delivered to Tenant for informational

purposes only, and Tenant shall have fifteen (15) business days after receipt to review the same. Tenant acknowledges and agrees that Landlord shall have no obligation to cure, remove, or otherwise address any liens, encumbrances, exceptions, or defects shown in the title commitment or otherwise affecting title to the Premises. If Tenant determines, in its sole discretion, that any matter shown in the title commitment or otherwise affecting title renders the Premises unsuitable for Tenant's intended use or otherwise unacceptable to Tenant, Tenant's sole remedy shall be to terminate the purchase transaction by providing written notice to Landlord within such fifteen (15) business day review period, in which case this Lease shall continue in full force and effect and neither party shall have any further obligation with respect to the purchase transaction. If Tenant fails to timely terminate the purchase transaction as provided herein, Tenant shall be deemed to have accepted title in its then-current condition, subject to all matters shown in the title commitment and all other matters of record, and Tenant shall have no further right to object to title or to terminate the purchase transaction on account of any title matter.

(c) *Form of Deed; No Warranties.* Conveyance shall be by special warranty deed in recordable form, which deed shall convey title subject to: (i) all matters shown in the title commitment; (ii) all easements, covenants, conditions, restrictions, and encumbrances of record; (iii) real estate taxes and assessments not yet due and payable; (iv) all applicable zoning ordinances, building codes, and governmental regulations; (v) all matters that would be disclosed by an accurate ALTA/NSPS survey and physical inspection of the Premises; and (vi) the restrictive covenants set forth in Section 16.04. Landlord shall convey only such title as Landlord has, by special warranty deed, and Landlord makes no representation or warranty as to the state of title, the absence of encumbrances, the accuracy of the legal description, the condition of the Premises, compliance with any laws or regulations, or the suitability of the Premises for any purpose. The special warranty deed shall contain only such covenants and warranties as are customary in a special warranty deed under Oklahoma law, and Landlord expressly disclaims all other warranties, express or implied.

(d) *Closing Costs and Expenses.* All costs of the title commitment, title insurance policy, survey (if any), recording fees, transfer taxes, and other closing costs and expenses shall be allocated between Landlord and Tenant as follows: (i) Tenant shall pay for the owner's title insurance policy premium, the cost of the title commitment, any endorsements requested by Tenant or Tenant's lender, any survey costs, all recording fees for documents in Tenant's chain of title (including the deed and any mortgage), and one-half of any escrow or closing fees charged by the title company or closing agent; (ii) Landlord shall pay for recording fees for documents required to clear Landlord's title (if any), and one-half of any escrow or closing fees; and (iii) all other closing costs shall be allocated in accordance with local custom in the county where the Premises are located, unless otherwise agreed by the parties in writing. Notwithstanding the foregoing, under no circumstances shall Landlord be required to incur any cost or expense to cure, remove, or address any title defect, lien, or encumbrance.

(e) *Closing Statement and Prorations.* The parties shall execute a standard form closing statement prepared by the title company or closing agent, reflecting all prorations and adjustments as of the closing date. Real estate taxes and assessments for the year of closing shall be prorated as of the closing date based on the most recent available tax bill, with any subsequent adjustment to be made between the parties after receipt of the actual tax bill for the year of closing. Rent paid by Tenant for the month in which closing occurs shall be prorated on a per diem basis and credited to Tenant at closing. All utilities, assessments, and other operating expenses for the Premises shall be prorated as of the closing date. Tenant shall be responsible for all costs and expenses associated with the operation, maintenance, and ownership of the Premises from and after the closing date.

(f) *Tenant's Due Diligence and Closing Conditions.* Tenant acknowledges that it has had full opportunity prior to the execution of this Lease and will have opportunity during the period between exercise of the purchase option and closing, to conduct such inspections, tests, and investigations of the

Premises as Tenant deems necessary or appropriate, including without limitation inspections of the physical condition of the improvements, environmental assessments, surveys, and review of all matters affecting title. Tenant's obligation to close on the purchase of the Premises is conditioned solely upon: (i) Tenant's approval of title (or Tenant's election to accept title as provided in subsection (b) above); and (ii) Landlord's delivery of the special warranty deed and other closing documents in accordance with this Section 16.03. Tenant shall have no other closing conditions, including, without limitation, any conditions relating to the physical condition of the Premises, compliance with laws, environmental matters, survey matters, or financing. Tenant waives any and all implied or statutory closing conditions and acknowledges that the purchase shall be consummated on an AS IS, WHERE IS basis.

(g) *Casualty or Condemnation Prior to Closing.* If the Premises are damaged by fire, casualty, or other insured or uninsured peril, or subjected to a condemnation or eminent domain proceeding, between the date of Tenant's Purchase Notice under Section 16.01 and the scheduled closing date, the provisions of Article X or Article XI (as applicable) shall govern the parties' rights and obligations, including any termination rights. If the casualty or condemnation does not result in termination of this Lease under Article X or Article XI, then the purchase transaction shall proceed to closing, with Tenant taking the Premises in its then-current condition (subject to any restoration in progress by Landlord under Article X), and Landlord shall assign to Tenant at closing all of Landlord's right, title, and interest in and to any insurance proceeds or condemnation awards related to such casualty or taking (to the extent not already applied to restoration), without any reduction in the Purchase Price except as may be expressly provided in Article XI.

(h) *Survival.* The provisions of this Section 16.03 shall survive the closing of the purchase and sale transaction. Tenant's acceptance of the special warranty deed shall be deemed to be full satisfaction and discharge of all of Landlord's obligations under this Article XVI with respect to title and the condition of the Premises, except for those obligations that expressly survive closing as set forth in Section 16.04.

Notwithstanding any amount of the rent payments being taken into account in the calculation of the Purchase Price under Section 16.02 of this Lease, the parties agree and acknowledge that by making such rental payments Tenant is acquiring no present ownership, lien, or equity interest in the Premises prior to closing in the Premises, that such payments constitute rent for Tenant's use and occupancy of the Premises during the Term, and that the below-market aspect of the Base Rent (reflecting the rent credit feature) is granted in consideration of Tenant's obligations under this Lease and Tenant's commitment to operate an open enrollment charter school at the Premises. Tenant further acknowledges and agrees that Landlord's right to terminate this Lease pursuant to Article X (Destruction of Premises) or Article XI (Condemnation) is absolute and may be exercised in Landlord's sole discretion as provided in such Articles, and that any such termination by Landlord shall immediately terminate Tenant's purchase option under this Article XVI, with the treatment of any rent credits to be determined in accordance with Section 12.05(c).

SECTION 16.04. Post-Purchase Use Restrictions and Landlord's Rights.

(a) *Charter School Use Requirement.* The special warranty deed conveying the Premises to Tenant pursuant to this Article XVI shall contain a restrictive covenant running with the land and binding upon Tenant, its successors and assigns, requiring that the Premises be used solely and exclusively for the operation of an open enrollment charter school for a period of ten (10) years following the date of closing (the "**Restriction Period**"). During the Restriction Period, Tenant shall not, without Landlord's prior written consent (which consent may be granted or withheld in Landlord's sole and absolute discretion): (i) use or permit the use of the Premises for any purpose other than the operation of an open enrollment charter school; (ii) cease operating a charter school at the Premises for more than one hundred eighty (180) consecutive days (except due to force majeure or casualty covered by Article X); or (iii) sell, transfer, convey, lease, or encumber the Premises except as expressly permitted in subsection (c) below.

(b) *Remedies for Violation.* If Tenant violates the restrictive covenant set forth in subsection (a) at any time during the Restriction Period, Landlord shall have the following rights and remedies, which shall be cumulative and in addition to any other rights or remedies available at law or in equity: (i) Landlord may seek specific performance and injunctive relief to compel Tenant's compliance with the charter school use requirement; (ii) Tenant shall pay to Landlord, as liquidated damages and not as a penalty (the parties acknowledging that Landlord's actual damages would be difficult to ascertain), an amount equal to the greater of: (A) fifty percent (50%) of the Total Purchase Price as set forth in **Exhibit F** (before reduction for any Reducing Rent Payments); or (B) fifty percent (50%) of the total amount of all Reducing Rent Payments credited to Tenant through the date of closing, together with interest at ten percent (10%) per annum from the date of closing to the date of payment; and (iii) Landlord shall have a right of first refusal as set forth in subsection (c) to repurchase the Premises. The restrictive covenant and remedies set forth in this Section 16.04 shall be enforceable by Landlord, its successors and assigns, and shall be deemed to run with the land and bind all subsequent owners of the Premises during the Restriction Period.

(c) *Right of First Refusal.* If at any time during the Restriction Period Tenant desires to sell, convey, or otherwise transfer the Premises (or any interest therein) to a third party, Tenant shall first offer the Premises to Landlord on the following terms: (i) Tenant shall deliver to Landlord a written notice (the "**Offer Notice**") containing the material terms and conditions of the proposed sale, including the proposed purchase price, the identity of the proposed purchaser, the proposed closing date, and copies of any purchase agreement or letter of intent; (ii) Landlord shall have sixty (60) days after receipt of the Offer Notice to elect, in writing, to purchase the Premises on the same terms and conditions set forth in the Offer Notice (or on such other terms as Landlord and Tenant may negotiate); (iii) if Landlord timely elects to purchase, the parties shall close the transaction within ninety (90) days after Landlord's election (or such other date as the parties agree), and Tenant shall convey the Premises to Landlord by special warranty deed, free and clear of all liens and encumbrances (other than those existing at the time Tenant originally purchased the Premises from Landlord, and other than purchase money mortgages or deeds of trust approved by Landlord under subsection (d)); (iv) if Landlord does not timely elect to purchase, or if Landlord and Tenant are unable to reach agreement on terms, Tenant may proceed to sell the Premises to the third party identified in the Offer Notice, on terms no more favorable to the purchaser than those offered to Landlord, and such sale must close within one hundred eighty (180) days after the expiration of Landlord's election period, failing which Tenant must re-offer the Premises to Landlord pursuant to this subsection (c); and (v) any sale or transfer in violation of this right of first refusal shall be voidable at Landlord's election and shall be deemed a breach of the restrictive covenant set forth in subsection (a), subject to the remedies in subsection (b).

(d) *Permitted Encumbrances.* Notwithstanding subsection (a), Tenant may, without Landlord's consent, grant a purchase money mortgage or deed of trust on the Premises to a qualified institutional lender to secure financing for Tenant's purchase of the Premises, provided that: (i) Tenant provides Landlord with copies of all loan documents at least ten (10) business days prior to closing; (ii) the loan documents do not permit the lender to use the Premises for any purpose other than an open enrollment charter school without Landlord's consent; and (iii) Tenant provides Landlord with a subordination, non-disturbance, and attornment agreement in form reasonably acceptable to Landlord, pursuant to which the lender agrees to recognize and honor the restrictive covenants set forth in this Section 16.04. Any refinancing or replacement of such permitted purchase money financing shall be subject to the same requirements.

(e) *Survival and Recording.* The covenants, restrictions, and agreements set forth in this Section 16.04 shall survive the closing of the purchase and sale transaction and the termination of this Lease. The special warranty deed delivered at closing shall include the full text of the restrictive covenant set forth in subsection (a) and a reference to this Lease and this Section 16.04, and Landlord shall have the right (but not the obligation) to record a memorandum of this Lease or a separate declaration of restrictive

covenants in the land records of the county where the Premises are located to provide notice of the restrictions herein.

(f) *Release of Restriction.* Upon the expiration of the ten (10) year Restriction Period, the restrictive covenant and Landlord's rights under this Section 16.04 shall automatically terminate and be of no further force or effect, and Landlord shall, upon Tenant's request and at Tenant's expense, execute and deliver a release or termination of restrictive covenant in recordable form evidencing such termination. Alternatively, Landlord may, in its sole discretion, elect to release the restrictive covenant prior to the expiration of the Restriction Period by executing and delivering a written release to Tenant, but Landlord shall have no obligation to do so.

Article XVII MISCELLANEOUS

SECTION 17.01. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing and signed by Landlord and Tenant.

SECTION 17.02. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earlier stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, except to the extent stated therein, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease as provided herein.

SECTION 17.03. Entire Agreement. This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 17.04. No Partnership. Nothing contained in this Lease shall be deemed to create a partnership, joint venture, or association between Landlord and Tenant.

SECTION 17.05. Notices. Any notice, demand, request, or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail postage pre-paid and shall be addressed: (a) if to Landlord at the address first herein above given or at such other address Landlord may designate by written notice; and (b) if to Tenant, at the Premises or at such other address as Tenant shall designate by written notice.

SECTION 17.06. Captions and Section Numbers. The captions, section numbers, and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

SECTION 17.07. Partial Invalidity. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 17.08. Governing Law. This Lease shall be governed, construed, and interpreted by the laws of the State of Oklahoma without giving effect to the choice of law principles thereof that would result in the application of the laws of any other jurisdiction.

SECTION 17.09. Jury Trial Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER (OR AGAINST ANY AFFILIATE, OFFICER, DIRECTOR, MEMBER, MANAGER, EMPLOYEE, OR AGENT OF THE OTHER PARTY) ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY CLAIM OF INJURY OR DAMAGE, ANY EMERGENCY OR STATUTORY REMEDY, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION. THIS WAIVER OF JURY TRIAL IS SEPARATELY BARGAINED FOR AND IS AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES. Each party certifies that no representative, agent, or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce this jury trial waiver.

SECTION 17.10. Limitation of Landlord's Liability. Tenant shall look solely to Landlord's interest in the Premises (including insurance proceeds and condemnation awards, if any) for the recovery of any judgment or award against Landlord arising out of or in connection with this Lease or the relationship of Landlord and Tenant hereunder. No other property or assets of Landlord or any of Landlord's members, managers, officers, directors, shareholders, partners, employees, agents, affiliates, or any of their respective successors or assigns (collectively, "**Landlord Parties**"), shall be subject to levy, execution, attachment, or other enforcement procedure for the satisfaction of any such judgment or award, and in no event shall any Landlord Party be personally liable for any such judgment or award or for the performance of any term, covenant, or condition of this Lease or any other obligation of Landlord hereunder. This Section shall not limit Tenant's right to name Landlord as a party defendant in any action and to obtain a judgment against Landlord that may be satisfied solely out of Landlord's interest in the Premises as provided above, and, subject to such limitation, this Section shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or to take any other action that does not involve the personal liability of any Landlord Party to respond in monetary damages from assets other than Landlord's interest in the Premises. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 17.11. Attorneys' Fees. In the event of any litigation, arbitration, or other dispute resolution proceeding arising out of or related to this Lease, the prevailing party (as determined by the court, arbitrator, or other decision-maker) shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees, expert witness fees, court costs, and other costs and expenses incurred in connection with such proceeding, including without limitation costs incurred in any bankruptcy proceeding, appeal, or post-judgment enforcement action. Notwithstanding the foregoing, if Landlord is required to employ an attorney to enforce any of Tenant's obligations under this Lease (whether or not litigation is actually commenced), Tenant shall reimburse Landlord for all reasonable attorneys' fees and costs incurred by Landlord in connection therewith, regardless of whether Landlord is deemed the "prevailing party." For purposes of this Section, "prevailing party" shall include, without limitation, a party who dismisses an action

in exchange for substantially the relief sought in the action or who obtains substantially the relief sought, whether by settlement, judgment, or otherwise.

SECTION 17.12. Time is of the Essence. Time is of the essence with respect to the performance of each and every obligation and covenant to be performed by Landlord or Tenant under this Lease, including, without limitation, all obligations related to payment of rent, delivery of reports and documentation, compliance with performance standards, exercise of options, and provision of notices.

SECTION 17.13. Counterparts; Electronic Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Lease may be evidenced by facsimile, email (including PDF or other electronic image), or other electronic transmission (including DocuSign, Adobe Sign, or other electronic signature platform), and such facsimile, email, or electronic transmission shall have the same force and effect as delivery of an original manually executed document. The parties agree that this Lease and any amendments hereto may be electronically signed, and that any electronic signatures appearing on this Lease or any amendments hereto are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 17.14. Recording; Memorandum of Lease. Tenant shall not record this Lease without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Upon Landlord's request, the parties shall execute and Tenant shall record (at Tenant's expense) a memorandum of this Lease (or a short form lease) in form and content acceptable to Landlord, which memorandum shall set forth the existence of this Lease, the parties hereto, the Premises, the Term, and such other provisions as Landlord may require, but shall not set forth the rental amounts or other economic terms. Upon expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, promptly execute, acknowledge, and record a termination of any such memorandum or short form lease.

SECTION 17.15. Construction of Lease; Legal Representation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each party acknowledges that it has been represented by legal counsel in connection with this Lease (or has had the opportunity to be so represented and has voluntarily declined such representation) and that this Lease has been negotiated by the parties and their respective counsel and shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. Landlord and Tenant each acknowledges that it has read this Lease in its entirety, that it understands all of the terms and provisions hereof, and that it has had the opportunity to consult with counsel of its choice regarding the meaning and effect of this Lease.

SECTION 17.16. Survival of Obligations. Any obligations of Landlord or Tenant occurring or accruing prior to the expiration or earlier termination of this Lease shall survive such expiration or termination, including without limitation: (a) Tenant's obligation to pay rent and other monetary amounts due for any period prior to termination; (b) all indemnification obligations under this Lease, including those set forth in Sections 3.02, 3.03, 7.04, and 9.03; (c) Tenant's obligations with respect to the condition and surrender of the Premises under Section 6.01; (d) Landlord's obligations with respect to any refund or credit of rent payments under Section 12.05, if applicable; (e) the post-purchase use restrictions and Landlord's rights under Section 16.05; (f) the limitation of Landlord's liability under Section 17.10; (g) the jury trial waiver under Section 17.09; (h) the attorneys' fees provision under Section 17.11; (i) confidentiality obligations under Section 17.18; (j) Tenant's obligation to remove or terminate any liens, memoranda of lease, or other

encumbrances; and (k) any other obligations that by their nature are intended to survive or continue after the expiration or termination of this Lease.

SECTION 17.17. Landlord's Consent. Except where this Lease expressly provides that Landlord's consent shall not be unreasonably withheld, conditioned, or delayed, wherever in this Lease Landlord's consent, approval, judgment, determination, acceptance, satisfaction, or similar action or decision is required or permitted, Landlord shall have the absolute and sole right to grant or withhold such consent or approval, exercise such judgment or make such determination, grant or withhold such acceptance or satisfaction, or take or decline to take such action or make such decision, in each case in Landlord's sole and absolute discretion and for any reason or for no reason. No consent or approval by Landlord shall constitute a waiver of the requirement to obtain Landlord's consent or approval for any subsequent or similar action or matter. Tenant acknowledges that in entering into this Lease, Tenant is not relying on any expectation that Landlord will grant any consent, approval, or waiver in the future, and Tenant assumes the risk that Landlord may exercise its sole and absolute discretion in any manner permitted by this Lease.

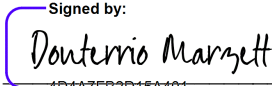
SECTION 17.18. Confidentiality. Each party agrees to keep confidential the terms of this Lease, including all financial terms, rent amounts, the Purchase Price, rent credits, and any other non-public information disclosed by the other party in connection with this Lease. Neither party shall disclose such information to third parties except: (a) to its attorneys, accountants, lenders, and other professional advisors; (b) to its officers, directors, board members, and employees with a need to know; (c) as required by law, court order, or governmental authority; (d) in connection with litigation between the parties; (e) with respect to Tenant, to its Charter School Authorizing Agency as required by law; or (f) with respect to Landlord, disclosures required by reason of Landlord's status as a public charity, including without limitation disclosures required under Section 6033 of the Internal Revenue Code, state charitable solicitation or registration laws, or other applicable laws governing public charities. Neither party shall issue any press release or public announcement regarding this Lease without the prior written consent of the other party. The obligations under this Section shall survive termination of this Lease for five (5) years, except the obligation to maintain confidentiality of the financial terms shall survive indefinitely. Breach of this Section may be remedied by injunctive relief in addition to monetary damages. Landlord acknowledges that as a public charter school, the Lease will be approved by the governing board of the Tenant in a public meeting. Tenant agrees that should it elect to file information about the Lease in the county land records that it will only file a memorandum of lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

TENANT:

KIPP Tulsa College Preparatory Middle School,
an Oklahoma nonprofit corporation

By: 
Signed by:
4D4A7FB2D15A401...
Name: Donterrio Marzett
Title: Superintendent

LANDLORD:

TULSA FACILITIES, LLC, a Delaware limited
liability company

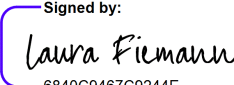
By: 
Signed by:
6840C9467C9244E...
Name: Laura Fiemann
Title: President

EXHIBIT A

LEGAL DESCRIPTION AND PREMISES IDENTIFICATION

Property Address:

1661 E. Virgin St., Tulsa, OK 74106

Legal Description:

A TRACT OF LAND LOCATED IN LOT ONE (1) BLOCK ONE (1), BOOKER T WASHINGTON, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO.5609) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 BOOKER T WASHINGTON, THENCE S88°46'28"W ON THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 392.38 FEET TO A POINT THAT IS 382.23 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N01°19'43"W PARALLEL WITH AND 10.00 FEET WEST OF A ONE-STORY BLOCK BUILDING AND EXTENSIONS THEREOF FOR A DISTANCE OF 221.20 FEET TO A POINT 10.00 FEET NORTH OF SAID BLOCK BUILDING AND EXTENSIONS THEREOF; THENCE N88°40'17"E PARALLEL WITH AND 10.00 FEET NORTH OF SAID BLOCK BUILDING AND EXTENSIONS THEREOF FOR A DISTANCE OF 179.30 FEET TO A POINT 10.00 FEET WEST OF SAID BLOCK BUILDING AND EXTENSIONS THEREOF; THENCE N01°19'43"W PARALLEL WITH AND 10.00 FEET WEST OF SAID BLOCK BUILDING FOR A DISTANCE OF 138.50 FEET; THENCE S88°40'17"W FOR A DISTANCE OF 36.93 FEET TO A POINT THAT IS 1.00 FOOT EAST OF A SIX-FOOT CHAIN-LINK FENCE; THENCE N01°57'20"E PARALLEL TO SAID CHAIN-LINK FENCE FOR A DISTANCE OF 232.44 FEET TO A POINT 1.00 FOOT SOUTH OF AND 1.00 FOOT EAST OF AN INTERSECTION OF SAID CHAIN LINK FENCE; THENCE N89°12'08"E PARALLEL WITH THE NORTH LINE OF SAID CHAIN-LINK FENCE FOR A DISTANCE OF 245.80 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 BOOKER T WASHINGTON; THENCE S00°26'43"E ON SAID EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 590.26 FEET RETURNING TO THE POINT OF BEGINNING,
SAID TRACT OF LAND CONTAINING 4.025 ACRES MORE OR LES

Parcel Number(s):

EXHIBIT B

LANDLORD'S WORK LETTER

Capitalized terms not defined in this Exhibit shall have the meanings assigned in the Lease. This Exhibit governs the scope, construction process, schedule, cost treatment, warranty, and all other aspects of the Landlord's Work referenced in Section 1.04 of the Lease. The completion of Landlord's Work, issuance of the certificate of occupancy, and Substantial Completion will trigger the Rent Commencement Date to be memorialized in **Exhibit C**, and all costs incurred will be documented in the Final Purchase Price Statement incorporated into **Exhibit F**. Tenant acknowledges that Landlord retains sole and absolute control over all aspects of the Landlord's Work, and Tenant's rights to review or comment on any matter are strictly limited to those expressly set forth herein and do not create any right of approval unless specifically stated.

1. **Scope of Landlord's Work**. Landlord shall construct or cause to be constructed the improvements described on **Exhibit B-1** attached hereto (the "**Landlord's Work**"). **Exhibit B-1** shall include a description of the scope of work, including identification of major building systems, square footage, site work, and any items specifically excluded from Landlord's Work. Landlord and Tenant acknowledge and agree that Exhibit B-1 is intended as a guide for the initial Lease execution and will be expanded with more detail as the necessary scope of work is developed to encompass the additional tiers of work discussed by the parties within the total budget of the Landlord's Work. Except as expressly set forth on **Exhibit B-1**, Landlord shall have no obligation to perform any construction, installation, or improvement to the Premises, except those discussed with Tenant that are unable to be detailed at this time and that are within the budget. Landlord shall control the design development, contractor selection, sequencing, construction means and methods, and overall project management of the Landlord's Work.

2. **Plans and Approvals**. Capitalized terms used in this Exhibit and not otherwise defined in the Lease shall have the meanings assigned to them in this Exhibit. Landlord shall prepare or cause to be prepared final architectural and engineering plans and specifications (the "**Plans**") consistent with **Exhibit B-1**. Landlord shall provide Tenant with one opportunity to review the Plans for informational purposes. Tenant shall provide written comments, if any, within three (3) Business Days after receipt. Any comments must be specific and in writing. Failure to respond within such three (3) Business Day period shall constitute Tenant's irrevocable approval and acceptance of the Plans. Landlord shall have sole and absolute discretion to accept, reject, or modify any comments provided by Tenant. Landlord shall retain final and exclusive authority over all matters relating to the Plans, including without limitation: code compliance, constructability, structural integrity, building systems, cost control, aesthetic choices, materials selection, and construction scheduling. Tenant's review and comment rights are advisory only and do not constitute approval rights. Landlord may proceed with construction based on the Plans at any time after the earlier of (i) Tenant's written approval, (ii) the expiration of the three (3) Business Day review period, or (iii) Landlord's determination in its sole discretion that the Plans are final.

3. **Target Completion Date**. Landlord shall use commercially reasonable efforts to achieve Substantial Completion of the Landlord's Work on or before August 30, 2027 (the "**Target Completion Date**"), subject to Force Majeure Delays and Tenant Delays. The Target Completion Date is an estimate only and is not a guaranteed completion date. Time is not of the essence with respect to Landlord's completion of the Landlord's Work. Failure to achieve Substantial Completion by the Target Completion Date shall not constitute a default by Landlord or breach of this Lease under any circumstances, including if caused by Landlord's contractors, subcontractors, or suppliers. Tenant expressly waives and releases any and all claims for damages, compensation, rent abatement, lease termination, or other remedy arising from or related to any delay in achieving Substantial Completion, including, without limitation, any claims for consequential damages, lost profits, business interruption, or delay damages of any kind, regardless of the cause of such delay. The Target Completion Date shall be automatically extended day-for-day for any Force

Majeure Delays or Tenant Delays, and Landlord shall provide written notice to Tenant of any such extension, which notice may be provided at any time during or after the delay.

4. **Substantial Completion.** "Substantial Completion" shall occur upon: (i) completion of the Landlord's Work in substantial accordance with the Plans such that the Premises are suitable for Tenant's occupancy and use as a charter school, subject only to minor punchlist items that do not materially interfere with Tenant's ability to open and operate the charter school; and (ii) issuance of a temporary or permanent certificate of occupancy for the Premises permitting lawful occupancy for use as a school. Minor incomplete, corrective, cosmetic, or aesthetic items, landscaping punch items, or non-material deficiencies shall not prevent Substantial Completion. Substantial Completion shall be deemed to have occurred, regardless of whether all punchlist items are complete, upon the earliest of: (a) Tenant's occupancy of any portion of the Premises for the conduct of business or the operation of a charter school; (b) Tenant's acceptance of the keys or access to the Premises; (c) Tenant's installation of any furniture, fixtures, equipment, or other personal property in the Premises; or (d) the opening of the charter school to students. Upon Substantial Completion (whether actual or deemed), Landlord may deliver written notice to Tenant. Within three (3) business days after receiving any such notice or after deemed Substantial Completion occurs, the parties may conduct a joint walk-through inspection if Tenant so requests. Tenant shall deliver a written punchlist within two (2) business days after the walk-through, or if Tenant does not request a walk-through, within two (2) business days after Landlord's notice of Substantial Completion or deemed Substantial Completion. Any item, condition, or deficiency not specifically identified in writing on the punchlist shall be conclusively deemed accepted by Tenant and forever waived. Tenant shall have no right to withhold, offset, or reduce rent due to any punchlist item or any other aspect of the Landlord's Work. Punchlist items shall be limited to: (i) items specifically shown on the Plans that are incomplete or not installed; (ii) building systems or equipment that are not functional or operational; and (iii) life safety systems that are not operational. Punchlist items shall not include aesthetic preferences, design changes, cosmetic imperfections, or any matter that does not materially impair the functionality of the Premises for operation as a charter school.

5. **Completion of Punchlist Items.** Landlord shall use commercially reasonable efforts to complete bona fide punchlist items within sixty (60) days after Substantial Completion, but shall have no obligation to complete any punchlist item that: (i) was not timely included in Tenant's written punchlist delivered within three (3) business days after the walk-through; (ii) is aesthetic, cosmetic, or decorative in nature; (iii) does not materially impair the functionality of the building systems or the Premises; (iv) relates to materials, finishes, or design elements that are substantially equivalent to or reasonably similar to those shown on the Plans, even if not identical; or (v) was caused by Tenant, Tenant's agents, contractors, employees, or invitees. The existence or non-completion of any punchlist items shall not delay or excuse Tenant's obligation to pay rent commencing on the Rent Commencement Date, shall not constitute a default by Landlord, and shall not give Tenant any right to terminate this Lease, withhold or offset rent, or pursue any other remedy. Tenant's sole remedy for Landlord's failure to complete any valid punchlist item shall be to complete such item itself at its own cost and expense, and Tenant shall have no right to reimbursement or offset against rent. Landlord may, in its sole discretion, elect to pay Tenant a credit or allowance in lieu of completing any punchlist item, which credit or allowance shall be determined by Landlord in its reasonable discretion based on the estimated cost to complete such item.

6. **Tenant Delays.** "Tenant Delay" means any delay in the design, permitting, or construction of the Landlord's Work caused in whole or in part by: (i) failure to timely review, comment on, or approve (or be deemed to have approved) Plans, specifications, or other submissions; (ii) any requested changes, revisions, or modifications to the Plans or Landlord's Work; (iii) failure to provide required information, documentation, decisions, or access within the timeframes specified herein or as reasonably requested by Landlord; (iv) any interference with construction, including visiting the site, communicating with contractors or suppliers, or requesting information or updates; (v) failure to perform any obligations

assigned to Tenant under this Exhibit or the Lease; (vi) Tenant-requested materials, equipment, finishes, long-lead items, specialty equipment, or any other request that extends the schedule; (vii) any act, omission, delay, or request by Tenant or its board members, officers, employees, agents, contractors, consultants, or representatives; (viii) any requirement imposed by Tenant's lender or any other third party at Tenant's request; (ix) any governmental requirement, approval, or inspection triggered by Tenant's specific use requirements (as opposed to building code requirements for a school generally); or (x) Tenant's early access to or occupancy of the Premises prior to Substantial Completion. Each day of Tenant Delay shall extend the Target Completion Date and the Rent Commencement Date on a day-for-day basis. Landlord's determination of the occurrence and duration of any Tenant Delay shall be final and binding absent manifest error. Tenant shall reimburse Landlord within ten (10) days after invoice for any additional costs incurred by Landlord as a result of any Tenant Delay, including extended general conditions, additional fees charged by contractors, storage costs, and financing carry costs.

7. **Force Majeure Delays.** "Force Majeure Delay" means any delay in the design, permitting, or construction of the Landlord's Work resulting from events or circumstances beyond Landlord's reasonable control, including without limitation: labor shortages or disputes, supply chain disruptions, material shortages or allocation, unavailability of materials or equipment, weather events (including conditions that delay outdoor work or deliveries), soil or subsurface conditions, governmental restrictions or requirements, permit or plan review delays, utility delays or unavailability, strikes, pandemics, epidemics, public health emergencies, acts of God, fire, casualty, civil unrest, terrorism, war, changes in law, environmental issues or contamination discovered at the site, unavailability of contractors or subcontractors, contractor or subcontractor defaults or delays, design errors or omissions, requests for information (RFIs) requiring resolution, unforeseen conditions, or any other force majeure events. The Target Completion Date and the Rent Commencement Date shall be automatically extended for the duration of any Force Majeure Delay. Landlord shall have no liability to Tenant for any Force Majeure Delay, and Tenant waives any and all claims arising from or related to any such delay.

8. **Cost of Landlord's Work; Inclusion in Purchase Price.** All costs incurred by Landlord in completing the Landlord's Work shall be included in the calculation of the Purchase Price pursuant to Section 16.03(a) of the Lease and **Exhibit F**. Such costs include, without limitation: (i) architectural, engineering, and design fees; (ii) permits, plan review fees, impact fees, and governmental charges; (iii) utility connection and extension costs; (iv) contractor and subcontractor costs; (v) materials and equipment; (vi) testing and inspection costs; (vii) insurance and bonding; (viii) construction management and project management fees; (ix) construction period interest and carrying costs; (x) reasonable overhead and administrative costs directly allocable to the project; (xi) any costs resulting from Tenant Delays; (xii) any costs resulting from unforeseen conditions, changes in law, or Force Majeure events; and (xiii) any other hard or soft cost related to the Landlord's Work. Tenant acknowledges that it has no obligation to pay separately for the Landlord's Work, but that such costs shall be reflected in the final Purchase Price and amortized through Base Rent payments during the Term. Tenant further acknowledges and agrees that: (a) the cost estimate for Landlord's Work provided in **Exhibit F** is an estimate only and is not a guaranteed maximum price; (b) actual costs may exceed the estimate for any reason; (c) Landlord has no obligation to limit costs to any particular amount; (d) all actual costs incurred shall be included in the Purchase Price regardless of the amount; and (e) if at any time Landlord reasonably determines that the cost of Landlord's Work will materially exceed the estimate (by more than ten percent (10%)), Landlord may, in its sole discretion, elect to: (i) suspend or stop work and require Tenant to either approve the increased Purchase Price or accept a reduced scope of work; (ii) proceed with the work and increase the Purchase Price accordingly; or (iii) terminate this Lease upon sixty (60) days' written notice to Tenant, in which case neither party shall have any further obligation to the other except for obligations that expressly survive termination.

9. **Changes to Landlord's Work.** No change, modification, addition, or revision to the Landlord's Work or the Plans shall be made without Landlord's prior written approval, which approval may

be granted or withheld in Landlord's sole and absolute discretion. If Tenant requests any change: (i) the request must be in writing and must specify in detail the requested change; (ii) Landlord shall have no obligation to respond to or consider the request; (iii) if Landlord elects to consider the request, Landlord shall provide an estimate of cost and schedule impact in Landlord's sole discretion; (iv) Tenant must approve the cost and schedule impact in writing and pre-pay the estimated cost increase before Landlord is obligated to proceed; (v) all additional costs (including the estimated cost plus any actual cost overruns) shall be included in the Purchase Price pursuant to Section 16.03(a) and **Exhibit F**; (vi) any resulting delay shall constitute a Tenant Delay and shall extend the Target Completion Date and Rent Commencement Date accordingly; and (vii) Tenant shall have no right to rescind or cancel any change order once approved and work has commenced. Landlord shall not be obligated to approve or implement any change that: (a) materially affects structural systems, building systems, code compliance, or the building envelope; (b) increases costs or extends the schedule; (c) affects Landlord's financing requirements, lender approvals, or budget; (d) requires redesign or re-permitting; or (e) is not consistent with the intended use of the Premises as a charter school. Landlord may make any changes to the Plans or Landlord's Work that Landlord deems necessary or appropriate without Tenant's consent, including without limitation changes required for code compliance, constructability, cost control, or to address unforeseen conditions, provided such changes do not materially and adversely alter the overall functionality of the Premises for use as a charter school.

10. **Limited Warranty; Post-Warranty Responsibility.** Landlord shall use commercially reasonable efforts to cause the general contractor and major subcontractors to provide standard warranties against defects in workmanship and materials for a period of one (1) year after Substantial Completion (the "**Warranty Period**"). Landlord makes no representation that any particular warranty will be provided or that any warranty will cover any particular item, system, or component. Landlord's sole obligation with respect to any contractor or supplier warranties shall be to assign or pass through such warranties to Tenant, if and to the extent assignable, upon Tenant's written request. Tenant acknowledges and agrees that: (i) any warranty provided by a contractor, subcontractor, supplier, or manufacturer is provided by such third party, not by Landlord; (ii) Landlord makes no representation or warranty concerning the validity, enforceability, scope, or adequacy of any third-party warranty; (iii) Tenant's sole remedy for any defect or deficiency in the Landlord's Work during the Warranty Period is to pursue a claim directly against the contractor, subcontractor, supplier, or manufacturer under any applicable warranty, and Landlord shall have no obligation to enforce, prosecute, or facilitate any such warranty claim on Tenant's behalf (although Landlord may elect to do so in its sole discretion); (iv) Landlord shall have no liability for any failure of a contractor, subcontractor, supplier, or manufacturer to honor or perform under any warranty; and (v) routine maintenance, normal wear and tear, consumables, and any damage caused by Tenant or Tenant's use of the Premises are excluded from any warranty and are Tenant's sole responsibility from and after Substantial Completion. EXCEPT FOR THE FOREGOING LIMITED WARRANTY PASSTHROUGH, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS EXHIBIT OR THE LEASE, LANDLORD MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION, QUALITY, SUITABILITY, FITNESS FOR ANY PURPOSE, DESIGN, CONSTRUCTION, WORKMANSHIP, MATERIALS, OR COMPLIANCE WITH LAWS OF THE LANDLORD'S WORK OR THE PREMISES. LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY. Upon expiration of the Warranty Period (as referenced in Section 3.01 of the Lease), Tenant shall be solely and exclusively responsible for all maintenance, repair, replacement, and capital improvements relating to the Landlord's Work and the Premises in accordance with Article V of the Lease, without any right of contribution, indemnity, or reimbursement from Landlord.

11. **No Separate Agreement; Lease Controls; Final Acceptance.** This Exhibit is part of the Lease and is not a separate construction or design agreement. In the event of a conflict between this Exhibit and the Lease, the Lease shall control unless expressly stated otherwise. Tenant acknowledges and agrees that: (i) Tenant has no right to participate in, supervise, direct, or control the construction of the Landlord's

Work; (ii) Tenant has no right of access to the Premises or the construction site at any time prior to Substantial Completion without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion; (iii) Landlord owes no duty to Tenant with respect to the means, methods, techniques, sequences, or procedures of construction; (iv) Tenant has no privity of contract with any contractor, subcontractor, supplier, or design professional engaged by Landlord; and (v) Tenant's rights with respect to the Landlord's Work are strictly and exclusively limited to those expressly set forth in this Exhibit and the Lease. Upon the earlier of (a) Tenant's occupancy of the Premises, (b) the Rent Commencement Date, or (c) Tenant's execution of the Rent Commencement Date Memorandum (**Exhibit C**), Tenant shall be deemed to have accepted the Premises and the Landlord's Work in their then-current condition (subject only to valid punchlist items timely submitted in accordance with Section 4 above), and such acceptance shall constitute Tenant's acknowledgment that the Landlord's Work has been completed in accordance with this Exhibit and the Lease and that Landlord has satisfied all of its obligations with respect to the Landlord's Work, except for completion of valid punchlist items. From and after such acceptance, Tenant waives and releases any and all claims against Landlord relating to the Landlord's Work, the design or construction of the improvements, or the condition of the Premises, except for claims arising from Landlord's failure to complete valid punchlist items during the Warranty Period.

EXHIBIT B-1

DESCRIPTION OF THE LANDLORD'S WORK

KLS II -KIPP Middle School Budget 5/18/26											
Cost Code	Category	Description	Low Budget	Approved Budget Change	CURRENT BUDGET	Committed Cost	Estimated to be Committed	Forecast Total Proejct Cost	Variance	Costs to Date	Notes & Comments
	OWNER COSTS	SUBTOTAL	\$ 347,952	\$ -	\$ 347,952	\$ 339,452	\$ 8,500	\$ 347,952	\$ -	\$ -	Land costs, legal, tax consultants, survey, closing costs
60	Land / Building	Property purchase	\$261,000	\$0	\$261,000	\$261,000	\$0	\$261,000	\$0	\$0	
61	Legal		\$2,500	\$0	\$2,500	\$0	\$2,500	\$2,500	\$0	\$0	Minimal WEI legal, no outside council
62	Insurance		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
75	Phase 1 Env	PMI	\$3,250	\$0	\$3,250	\$3,250	\$0	\$3,250	\$0	\$0	
72	ALTA	TEP	\$12,850	\$0	\$12,850	\$12,850	\$0	\$12,850	\$0	\$0	
70	Permits & Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
63	WEI PM/CM	WEI	\$62,352	0	\$62,352	\$62,352	\$0	\$62,352	\$0	\$0	16 mos, 4 hrs/wk
76	Building Scan/As-Builts		\$6,000	\$0	\$6,000	\$0	\$6,000	\$6,000	\$0	\$0	
61	Misc. LLC/Legal Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	DESIGN COSTS	SUBTOTAL	\$ 415,161	\$ -	\$ 415,161	\$ -	\$ 415,161	\$ 415,161	\$ (0)	\$ -	Architectural, MEP, Fire Protection, Structural and Civil design necessary.
30	Architectural		\$415,161	\$0	\$415,161	\$0	\$415,161	\$415,161	\$0	\$0	
40	Misc Design Consultants		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	CONSTRUCTION COSTS	SUBTOTAL	\$ 5,636,886	\$ -	\$ 5,636,886	\$ -	\$ 5,636,886	\$ 5,636,886	\$ 0	\$ -	Total renovation/construction cost.
20	Building Construction		\$4,884,249	\$0	\$4,884,249	\$0	\$4,884,249	\$4,884,249	\$0	\$0	
21	Temporary Measures/Utilities			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
29	Contingency		\$732,637	\$0	\$732,637	\$0	\$732,637	\$732,637	\$0	\$0	
74	Owner Testing		\$20,000	\$0	\$20,000	\$0	\$20,000	\$20,000	\$0	\$0	
	PROJECT TOTAL (First Cost)		\$ 6,400,000	\$0	\$ 6,400,000	\$ 339,452	\$ 6,060,548	\$ 6,400,000	\$ (0)	\$ -	
	Total KIPP Approved Budget		\$ 6,400,000								

KIPP Tulsa College Preparatory Middle School

- Minor sidewalk and paving repair
- Replace roof
- Replace plumbing utility system
- Update plumbing piping and fixtures
- Replace HVAC equipment and update system
- Major update to electrical system
- Upgrade security system
- Replace kitchen equipment
- Bring fire sprinkler system up to code compliance

EXHIBIT C

[TO BE COMPLETED BY LANDLORD AND TENANT PURSUANT TO SECTION 1.02]

RENT COMMENCEMENT DATE MEMORANDUM

This Rent Commencement Date Memorandum ("**Memorandum**") is executed pursuant to Section 1.02 of that certain Lease Agreement dated July 1, 2026, (the "**Lease**"), by and between **TULSA FACILITIES, LLC**, a Delaware limited liability company ("**Landlord**"), and **KIPP TULSA COLLEGE PREPARATORY MIDDLE SCHOOL**, an Oklahoma nonprofit corporation ("**Tenant**"), concerning the Premises located at 1661 E. Virgin St., Tulsa, OK 74106, and legally described in **Exhibit A**. The parties hereby confirm and agree as follows:

1. **Rent Commencement Date.** The Rent Commencement Date is: July 1, 2026. Tenant's obligation to pay Base Rent under the Lease commences on the Rent Commencement Date.
2. **Lease Term Dates.**
 - a. *Effective Date* (Lease execution): July 1, 2026
 - b. *Rent Commencement Date*: July 1, 2026
 - c. *Expiration Date*: June 30, 2031. Unless sooner terminated or extended as provided in the Lease, the Term shall expire on the Expiration Date.
3. **Certificate of Occupancy.** The certificate of occupancy for the Premises was issued previously.
4. **First Rent Payment.** The first Base Rent payment is due on: October 1, 2026
5. **Rent Schedule.** The parties hereby confirm and finalize the Rent Schedule, which is attached hereto and shall hereafter constitute and serve as **Exhibit D**.
6. **Incorporation by Reference.** All capitalized terms used but not defined herein have the meanings set forth in the Lease. This Memorandum is attached to and made a part of the Lease.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of
6/26/2026 | 3:43:07 PM, P. 20

TENANT:

KIPP Tulsa College Preparatory Middle School,
an Oklahoma nonprofit corporation

Signed by:
By: Donterrio Marzett
4D4A7FB2D15A401...
Name: Donterrio Marzett
Title: Superintendent

LANDLORD:

TULSA FACILITIES, LLC, a Delaware limited
liability company

Signed by:
By: Laura Fiemann
6840C9467C9244E...
Name: Laura Fiemann
Title: President

EXHIBIT D

BASE RENT SCHEDULE

Year 1 Base Rent is fixed while Years 2-5 Base Rent is variable as described below.

Year 1 Base Rent shall be a fixed annual amount of \$281,500.00 ("**Year 1 Fixed Rent**"), payable in three equal installments of \$93,833.33 each on the first day of October, 2026; January 1, 2027 and April 1, 2027 during Lease Year 1.

Commencing with Lease Year 2 and continuing through the remainder of the Term, Base Rent for each Lease Year shall equal twelve percent (12%) of the total annual amount received by Tenant from state and local government sources to fund Tenant's operations during the immediately preceding Lease Year ("**Government Funding Receipts**"), as determined and documented in accordance with the following provisions:

1. Determination of Government Funding Receipts. "Government Funding Receipts" means all funds received by Tenant from state and local governmental sources during a Lease Year to fund Tenant's educational operations at the Premises, including, without limitation, per-pupil state aid, local district pass-through funding, state categorical funding, and any other recurring governmental appropriations or allocations attributable to Tenant's student enrollment and operations. Government Funding Receipts shall exclude: (a) federal grant funds; (b) private grants or donations; (c) one-time or non-recurring governmental grants; and (d) capital funding not allocated to operations.

2. Annual Certification. No later than September 1st of each Lease Year (beginning with Lease Year 2), Tenant shall deliver to Landlord a written certification, signed by an authorized officer of Tenant and accompanied by supporting documentation (including audited financials or official government funding statements), setting forth the total Government Funding Receipts for the immediately preceding Lease Year and the resulting Base Rent calculation for the current Lease Year.

3. Quarterly Installments. Base Rent for Lease Years 2 through 5 shall be payable in equal quarterly installments, calculated based on the certified Government Funding Receipts for the preceding Lease Year. Pending delivery of Tenant's annual certification, Tenant shall continue to pay quarterly installments at the prior Lease Year's rate, with a true-up payment (or credit) due within thirty (30) days after the certification is delivered.

5. Landlord Audit Right. Landlord shall have the right, upon reasonable prior written notice, to audit or review Tenant's books, records, and governmental funding documentation to verify the accuracy of any Government Funding Receipts certification. If an audit reveals an underpayment of Base Rent, Tenant shall pay the deficiency within fifteen (15) days after written demand, together with interest at the rate of ten percent (10%) per annum from the date such amount was due. The cost of any audit revealing an underpayment of five percent (5%) or more shall be borne by Tenant.

[NOTE: The Rent Commencement Date shall be established pursuant to Section 1.02 by written memorandum attached as Exhibit C. The Base Rent Schedule periods shown above shall be calculated from the Rent Commencement Date established in Exhibit C.]

Base Rent is due and payable in arrears on the first day of each calendar quarter during the Term, as provided in Section 2.01.

EXHIBIT E

[COMPLIANCE AGREEMENT]

EXHIBIT F

PURCHASE PRICE AND RENT CREDIT LEDGER

This Exhibit provides the templates and ledger format for tracking the Purchase Price and Rent Credits as defined in Section 16.03 of the Lease. All capitalized terms used herein have the meanings set forth in Section 16.03 unless otherwise defined. For the substantive rules governing Purchase Price calculation, Rent Credits, Reducing Rent Payments, Non-Reducing Rent Payments, and related matters, refer to Section 16.03 of the Lease, which controls in the event of any conflict.

This Exhibit sets forth the estimated and final Purchase Price for the Premises, the rent credit schedule, and the net purchase price due at closing. This Exhibit shall be updated and amended periodically as provided herein.

I. BASELINE PURCHASE PRICE

The following is the initial estimated Purchase Price based on projected costs as of the Effective Date:

TOTAL PURCHASE PRICE: \$ _____

II. ONGOING PURCHASE PRICE ADJUSTMENTS DURING THE TERM

Pursuant to Section 16.03(b) and Section 5.01(d) of the Lease, the Purchase Price shall be adjusted during the Term to account for all costs incurred by Landlord after the {Effective Date?} and Rent Reducing Payments.

[TO BE UPDATED ANNUALLY DURING THE TERM]

Date of Update: _____

Cumulative Costs Added to Purchase Price:

(a) Tenant-Requested Changes (Section 1.04(f)): \$ _____

(b) Other Costs Incurred After Certificate of Occupancy: \$ _____

TOTAL ADDITIONS

(excluding Landlord Maintenance - see Section V): \$ _____

CURRENT PURCHASE PRICE CALCULATION:

Baseline Purchase Price (from Section I): \$ _____

Plus: Additions (Section II): \$ _____

Plus: Landlord Maintenance Costs: \$ _____

CURRENT TOTAL PURCHASE PRICE (before rent credits): \$ _____

Less: Total Reducing Rent Payments (cumulative): (\$ _____)

NET PURCHASE PRICE DUE AT CLOSING (current): \$ _____

For informational Purposes: Total Non-Reducing Rent Payments (not credited): \$ _____

Coversheet

Approval of Lease Renewal Agreement for KIPP Tulsa College Preparatory Middle School Facility

Section: VI. Action Agenda
Item: D. Approval of Lease Renewal Agreement for KIPP Tulsa College
Preparatory Middle School Facility
Purpose: Vote
Submitted by:
Related Material: Lease Renewal - Woods - July 2026 (1).docx

Lease Renewal Between Tulsa School of Arts & Sciences and
Tulsa Public Schools Regarding the **Woods** Property

WHEREAS, KIPP Tulsa College Preparatory (“the Charter”) and Tulsa Public Schools (or “the District”) (collectively, “the Parties”) have an existing lease agreement (“Lease Agreement”) attached hereto as Exhibit “A” in which Tulsa Public Schools leases property at 1661 East Virgin Street, Tulsa, Oklahoma, 74106 (“the Property”) to KIPP Tulsa Academy College Preparatory, Inc.;

WHEREAS, Lease Agreement is set to expire on June 30, 2026;

WHEREAS, Tulsa Public Schools is engaged in the process of selling the leased property to Tulsa Facilities, LLC in which Tulsa Facilities, LLC has executed and delivered to the District the appropriate purchase contract (“Purchase Contract”) attached hereto as Exhibit “B”;

WHEREAS, Tulsa Facilities, LLC has expressed an intent to lease the Property back to the Charter to allow the Charter to continue to use and occupy the Property after closing occurs;

WHEREAS, closing for the sale of the Property is expected to occur after June 30, 2026; and

WHEREAS, the Parties desire to renew the Lease Agreement so the Charter may continue to use and occupy the Property until such closing is finalized.

NOW THEREFORE, the Parties agree to renew the term of the Lease Agreement, subject to the following terms and conditions.

- (1.) The Parties agree to renew the Lease Agreement on a month-to-month basis, beginning July 1, 2026, at the rate of \$1.00 per month until the earlier of 1) September 30, 2026 or 2) the date that Tulsa Facilities, LLC successfully closes on the sale of the Property from Tulsa Public Schools. In the event Tulsa Facilities, LLC is unable to close the property as specified in the Purchase Contract, Tulsa Public Schools may terminate the Lease Agreement with thirty days’ prior written notice to the Charter. In the event Tulsa Facilities, LLC is unable to close on the property as specified in the Purchase Contract, the Parties may choose to negotiate a new lease agreement.
- (2.) The Charter shall reasonably coordinate with Tulsa Public Schools to allow for pre-closing due diligence, inspections, and surveys of the Property.
- (3.) Tulsa Public Schools shall be allowed access to the property to remove district-owned equipment, including network, security, intercom, and other technology systems, as part of the sale transition, with reasonable notice to KIPP Tulsa College Preparatory, Inc.
- (4.) On July 1, 2026, Tulsa Public Schools shall cease all maintenance services it provides under the Lease Agreement, except for those related to life safety systems.
- (5.) Except as modified above, the Parties agree that all other terms of the Lease Agreement shall remain in effect. In the event that the terms of this Lease Renewal conflict with the terms of the Lease Agreement, the terms of this Lease Renewal shall control.

[Signatures on next page.]

Independent School District No. 1
of Tulsa County, Oklahoma,
a/k/a Tulsa Public Schools;

Susan Lamkin
Board President

Date

KIPP Tulsa College Preparatory, Inc.

Signature

Title

Date

Coversheet

Approval of Lease Renewal Agreement for KIPP Tulsa University Prep High School Facility

Section:	VI. Action Agenda
Item:	E. Approval of Lease Renewal Agreement for KIPP Tulsa University Prep
High School Facility	
Purpose:	Vote
Submitted by:	
Related Material:	Lease Renewal - Mark Twain - July 2026.docx

Lease Renewal Between KIPP Tulsa University Preparatory, Inc. and
Tulsa Public Schools Regarding the Mark Twain Property

WHEREAS, KIPP Tulsa University Preparatory, Inc (“the Charter”) and Tulsa Public Schools (or “the District”) (collectively, “the Parties”) have an existing lease agreement (“Lease Agreement”) attached hereto as Exhibit “A” in which Tulsa Public Schools leases property at 541 South 43rd West Avenue, Tulsa, OK, 74106 (“the Property”) to KIPP Tulsa University Preparatory, Inc.;

WHEREAS, Lease Agreement is set to expire on June 30, 2026;

WHEREAS, the Charter has exercised its option to purchase the Property from Tulsa Public Schools as specified and described by 70 O.S. § 5-117(A)(11)(b), and has executed and delivered to the District the appropriate purchase contract (“Purchase Contract”) attached hereto as Exhibit “B”;

WHEREAS, closing for the sale of the Property is expected to occur after June 30, 2026; and

WHEREAS, the Parties desire to renew the Lease Agreement so the Charter may continue to use and occupy the Property until such closing is finalized.

NOW THEREFORE, the Parties agree to renew the term of the Lease Agreement, subject to the following terms and conditions.

- (1.) The Parties agree to renew the Lease Agreement on a month-to-month basis, beginning July 1, 2026, at the rate of \$1.00 per month until the earlier of 1) September 30, 2026 or 2) the date the Charter successfully closes on the sale of the Property from Tulsa Public Schools. In the event the Charter is unable to close on the property as specified in the Purchase Contract, Tulsa Public Schools may terminate the Lease Agreement with thirty days’ prior written notice to the Charter. In the event the Charter is unable to close on the property as specified in the Purchase Contract, the Parties may choose to negotiate a new lease agreement.
- (2.) KIPP Tulsa University Preparatory, Inc. shall reasonably coordinate with Tulsa Public Schools to allow for pre-closing due diligence, inspections, and surveys of the Property.
- (3.) Tulsa Public Schools shall be allowed access to the property to remove district-owned equipment, including network, security, intercom, and other technology systems, as part of the sale transition, with reasonable notice to KIPP Tulsa University Preparatory, Inc.
- (4.) On July 1, 2026, Tulsa Public Schools shall cease all maintenance services it provides under the Lease Agreement, except for those related to life safety systems.
- (5.) Except as modified above, the Parties agree that all other terms of the Lease Agreement shall remain in effect. In the event that the terms of this Lease Renewal conflict with the terms of the Lease Agreement, the terms of this Lease Renewal shall control.

[Signatures on next page.]

Independent School District No. 1
of Tulsa County, Oklahoma,
a/k/a Tulsa Public Schools;

Susan Lamkin
Board President

Date

KIPP Tulsa University Preparatory, Inc.

Signature

Title

Date

Coversheet

Approval of Contract for Sale and Purchase of Real Estate – Mark Twain Property

Section:	VI. Action Agenda
Item:	F. Approval of Contract for Sale and Purchase of Real Estate – Mark Twain Property
Purpose:	Vote
Submitted by:	
Related Material:	Kipp Tulsa Facilities - Mark Twain (Fully Executed Contract) (1).pdf

Contract for Board Signature

Date: 7/14/26 Return Contract to: Kathi HaywardDepartment: Business Operations Services Vendor Signed? yesVendor: KIPP Tulsa Academy College Preparatory IncSubject: Sale of Mark Twain Property

Notes: _____

Date of Board Approval: 7/13/26Agenda Item #: E9Approved as to form? yes

Date Returned: _____

- ☐ Scanned
☐ Logged
☐ Emailed

2027 school year.

5. Nevco BTW Scoreboard 18
[2026.07.13.DS- Nevco BTW Scoreboard.docx](#) 
 Approve the purchase and installation of a Nevco Video Scoreboard at Booker T. Washington High School Stadium.
6. Oklahoma State Department of Education (OSDE) Facilities Utilization. 19
[2006.07.13.DS - Oklahoma State Department of Education \(OSDE\) Facilities Utilization..docx](#) 
 Enter into an agreement with the Oklahoma State Department of Education (OSDE), to allow OSDE to hold Network Improvement meetings for designated sites at Edison Preparatory School during the 2026-2027 school year.
7. Oklahoma State Regents for Higher Education (Teach Oklahoma). 20
[2026.07.13.DS - Oklahoma State Regents for Higher Education \(Teach Oklahoma\).docx](#) 
 Enter into an agreement with Oklahoma State Regents for Higher Education (Oklahoma Teacher Connection), to implement the Teach Oklahoma curriculum within existing PowerSchool course offerings during the 2026-2027 school year.

FINANCIAL SERVICES

8. Encumbrance Report 22
[2026.07.13 -FIN- New Encumbrance & Change Orders 6.12.26 - 7.9.26.pdf](#) 
[2026.07.13 -FIN- New Encumbrance & Change Orders 6.12.26 - 7.9.26. FY 27.pdf](#) 
 Approve New Encumbrances & Change Orders Report
9. Sale of Mark Twain 45
[2026-7-13-FIN-FIN OPS-Mark Twain Purchase by KIPP Univ Prep.docx](#) 
 Acknowledge that KIPP Tulsa Academy College Preparatory, Inc, a public charter school commonly known as KIPP Tulsa University Preparatory, has exercised its statutory right of first refusal to purchase the **Mark Twain School**, located at 541 S. 43rd W. Ave for \$302,000.00 on the same terms and conditions as those offered by Life Senior Services, Inc
10. Holli Thomason 47
[2026-7-13-FIN-FIN OPS-Holli Thomason.docx](#) 
 Enter into a contract with Holli Thomason, licensed clinical social worker of Tulsa, Oklahoma, to provide comprehensive mental health and social services for eligible children at eligible private schools in Tulsa, Oklahoma.
11. Municipal Finance Services 49
[2026.7.13-FIN-TREAS-MFSOK, Continuing Disclosure.docx](#) 

For 07-13-2026 Agenda

Meeting Date	Regular Meeting, July 13, 2026
Department	Finance – Action item
Agenda Title	Sale of Mark Twain
Recommendation	Acknowledge that KIPP Tulsa Academy College Preparatory, Inc, a public charter school commonly known as KIPP Tulsa University Preparatory, has exercised its statutory right of first refusal to purchase the Mark Twain School , located at 541 S. 43 rd W. Ave for \$302,000.00 on the same terms and conditions as those offered by Life Senior Services, Inc.
	The property, the legal description of which is set forth in Exhibit A to this agenda, was declared surplus and approved for public sale by the board of education on October 27, 2025. Public sale of the property was published and otherwise noticed in accordance with state law, and district policies 5402 and 5402-R1, on February 13, 2026. No sealed bids were submitted. As such, Oklahoma law allows the board to pursue a private sale of the property. On June 1, 2026, the board accepted the offer of Life Senior Services, Inc. for \$302,000.00, contingent upon the current lessee's right of first refusal. KIPP Tulsa University Preparatory, the current lessee whose legal name is KIPP Tulsa Academy College Preparatory, Inc., exercised its right of first refusal. By acknowledging the lessee's statutory right of first refusal, the board is also authorizing the board president to execute and deliver the contract and to complete the sale of the property in accordance with the terms of the purchase and sale agreement in the form submitted and Oklahoma law.

EXHIBIT "A"

LTS 1 THRU 22, BLK 15, LTS 1 THRU 11, BLK 16, VERNDALE ADDITION, TULSA
COUNTY

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

This Contract is entered into by and between **KIPP TULSA ACADEMY COLLEGE PREPARATORY, INC., an Oklahoma not for profit corporation** ("Purchaser") and **INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY, OKLAHOMA, a/k/a TULSA PUBLIC SCHOOLS** ("Seller").

RECITALS:

- A. Seller is the owner of and possesses good and valid, merchantable, fee simple record title to real property described on Exhibit "A" (the "Property").
- B. The Property has been declared surplus to the needs of the Seller pursuant to the provisions of *Okla. Stat. tit. 70, § 5-117(A)(11)*.
- C. Upon the terms and conditions and for the consideration set forth in this Contract, Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to purchase and acquire the Property from Seller.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

I.
AGREEMENT TO SELL AND PURCHASE

- 1. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller the Property described above. Except as otherwise provided herein, the term "Property" shall be deemed to mean all the real property described above, including all improvements located thereon and all of Seller's interest in all easements, rights-of-way, licenses, permits, warranties or privileges located thereon, appurtenances thereunto belonging or in any way appertaining thereto or used in connection therewith.
- 2. Seller shall convey the Property to Purchaser subject to all liens, encumbrances, easements, restrictions and rights-of-way of record.
- 3. Purchaser intends to use the Property for the following purpose(s): operating a public charter school.

II.
PURCHASE PRICE AND PAYMENT

- 1. Purchase Price. The purchase price ("Purchase Price") for the sale and purchase of the Property shall be \$302,000.00, subject to adjustments as provided herein. The Purchase Price shall be paid as follows:

a. Ten Percent of the Purchase Price (\$30,200.00) paid by Purchaser, concurrently with the Purchaser's execution of this Contract (the "EMD"). The EMD will be deposited by Seller, without interest, and shall then be applied to the Purchase Price at the Closing, or, if this transaction is not closed, refunded to Purchaser or retained by Seller as herein provided; and

b. The balance of the Purchase Price (after credits, adjustments, and prorations), will be paid by Purchaser to Seller in cash, certified funds or by wire transfer at the Closing.

III. TITLE

1. Delivery of Abstract. Within fifteen (15) days after the Effective Date of this Contract, Seller shall furnish to Purchaser an abstract of title, certified to a date within six (6) months of the Effective Date, showing marketable title to the Property in the Seller subject only to easements, restrictions and rights-of-way of record.

2. Defects in Title. Purchaser shall have ten (10) days from receipt of the abstract of title in which to object, in writing and with reasonable particularity, to the status of title to the Property. No matter shall constitute a valid objection to title unless it is so construed under the Oklahoma Title Examination Standards promulgated by the Oklahoma Bar Association, where applicable. Failure to so object within the time permitted shall be deemed to constitute Purchaser's acceptance of same. Seller shall have ninety (90) days from receipt of Purchaser's objection to the status of title to the Property in which to correct any defects in Seller's title. If any defects in Seller's title are not corrected within said time, this transaction shall terminate and the EMD will be refunded promptly to Purchaser; except that Purchaser may at its sole option elect to waive any defects in Seller's title and close this transaction on the basis of such title as Seller may have.

IV. CLOSING

1. Closing. The closing hereunder shall take place at Community Title Services, 3130 E. 71st St. Tulsa, OK 74136 (or at such other place as to which Seller and Purchaser shall agree). The closing date shall be thirty (30) days after the Effective Date of this Contract, or, if valid objections to Seller's title are made, closing shall take place ten (10) days after title requirements have been satisfied.

2. Delivery of Documents. At the closing, the following will take place concurrently:

a. Seller will execute and deliver a Special Warranty Deed ("SWD") conveying the Property to Purchaser free and clear of all liens and encumbrances created by, through or under Seller, subject only to easements, restrictions and rights-of-way of record;

b. Seller will pay in full all special assessments indexed against the Property at the closing date, whether matured or unmatured;

c. The EMD will be released to Seller and Purchaser will pay Seller the balance of the Purchase Price in certified funds;

d. Seller will execute and deliver a non-lien affidavit in a form acceptable to Purchaser's counsel. The parties shall execute and deliver such additional documents and instruments which, in the opinion of Purchaser's counsel and Seller's counsel, are necessary or desirable to the proper consummation of this transaction.

3. Title Curative. Seller will pay the cost, including recording fees, of any title curative documents.

4. Surrender of Possession. Possession of the Property shall be surrendered to Purchaser on the day of closing.

V. MISCELLANEOUS

1. Notice. Whenever any notice is required or permitted hereunder, such notice shall be hand delivered in person or sent by U.S. mail, registered or certified, postage prepaid, to the addresses as set forth below:

As to SELLER:

Tulsa Public Schools
Attn: Superintendent
3027 South New Haven Avenue
Tulsa, Oklahoma 74147

As to PURCHASER:

KIPP Tulsa Academy College Preparatory, Inc.
Attn: Superintendent
541 S. 43rd W. Ave.
Tulsa, OK, 74127

Any notice which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notice is hand delivered in person, or (ii) on the fourth day after the posting, postage prepaid, in the U.S. Mail of such notices in accordance with the preceding portion of this paragraph. Either Purchaser or Seller shall have the right from time to time to designate by written notice to the other party such other person or persons and at such other place or places as Purchaser or Seller may desire written notices to be delivered or sent in accordance herewith; provided, however, at no time shall either party be required to send more than an original and two (2) copies of any such notice, demand or request required or permitted hereunder.

2. Amendments. No amendment to this Contract shall be binding on any of the parties to this agreement unless such amendment is in writing and executed by both parties with the same formality as this agreement is executed.

3. Severability. If any term, covenant or condition of this Contract or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not

be affected thereby and each term, covenant or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

4. Survival. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, all covenants, agreements, representations and warranties of Seller contained herein shall survive the execution and delivery of the warranty deed to Purchaser.

5. Applicable Laws. This Contract shall be construed and interpreted under the laws of the State of Oklahoma.

6. Brokers. Seller and Purchaser represent that no broker, agent or finder has been employed by either party in connection with this transaction.

7. Purchaser's Default. In the event that Purchaser fails or refuses to close this transaction after Seller has performed its preclosing requirements, Seller shall retain the EMD as reasonable liquidated damages for Purchaser's default.

8. Seller's Default. In the event Purchaser is ready, willing and able to close this transaction and Seller fails or refuses to perform its closing requirements, Purchaser may, at its option (a) enforce this Contract by specific performance; or (b) pursue any other remedy at law or equity for Seller's default.

9. Attorneys' Fees. In any judicial proceeding (trial and appellate) between Seller and Purchaser seeking to enforce the terms and provisions of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and court costs, in addition to any other relief provided herein.

10. Risk of Loss. Seller shall bear the risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Effective Date hereof up to the date possession of the Property is transferred to Purchaser. Thereafter, the Purchaser shall bear the risk of any such loss or damage to the Property.

11. Effective Date. This Contract is effective as of the date of the last signature affixed hereto ("Effective Date").

VI.

ENVIRONMENTAL INSPECTION AND DISCLOSURE

Seller makes no representation as to the presence or absence of hazardous materials on or about the Property and makes no warranty, expressed or implied, as to the physical condition of the Property or the fitness of the Property for any particular use. THE PROPERTY IS BEING CONVEYED TO THE PURCHASER "AS IS – WHERE IS", WITH ALL FAULTS. Purchaser shall, from and after the closing date, indemnify, defend and hold Seller harmless from and against any and all claims or expenses related to or arising from the condition of the Property including, but not limited to, claims for contribution for removal or remediation of hazardous or toxic

substances.

ATTEST:

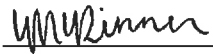

Clerk of the Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 1
OF TULSA COUNTY, OKLAHOMA,
a/k/a TULSA PUBLIC SCHOOLS

By 
President of the Board of Education

Date: 7.14.2026

“Seller”

Approved as to form: 

KIPP Tulsa Academy College Preparatory, Inc.,
an Oklahoma not for profit corporation.

By 
Name Donterrio Marzett
Title Superintendent

Date: July 9, 2026

“Purchaser”

**EXHIBIT “A”
MARK TWAIN**

LTS 1 THRU 22, BLK 15, LTS 1 THRU 11, BLK 16, VERNDALE ADDITION, TULSA,
COUNTY

Coversheet

Approval of Tulsa Engineering & Planning Associates, Inc. ALTA/NSPS Land Title Survey Proposal – Mark Twain Property

Section: VI. Action Agenda
Item: H. Approval of Tulsa Engineering & Planning Associates, Inc.
ALTA/NSPS Land Title Survey Proposal – Mark Twain Property
Purpose: Vote
Submitted by:
Related Material: 26073.00.001 - KIPP 541 W 43rd ALTA Proposal.pdf



9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
Office 918-252-9621 Fax 918-340-5999
www.tulsaengineering.com

E-MAIL TRANSMITTAL

DATE: July 21, 2026

TO: Donterrio Marzett
Superintendent, Kipp Tulsa Public Charter Schools
KIPP Tulsa Facilities, LLC
(O): 918-833-8822 / (C): 918-280-9344
dmarzett@kipptulsa.org

FROM: Glenn Murray

TEP PROJECT NAME/NO.: tep 26-073.00 – KIPP - 541 S. 43rd W. Ave., Tulsa, OK

REGARDING: ALTA/NSPS Land Title Survey Proposal

CONFIDENTIALITY NOTE: This message is confidential and is intended only for use by the recipient named above. Only the intended recipient and the recipient's agent or employee responsible for receiving and delivering facsimile messages are authorized to read, distribute, or copy the message. If you have received this communication in error, please notify the sender immediately by telephone.

Please contact Jack (918/340-5312) as soon as possible if you do not receive all pages as listed.

Tulsa Engineering & Planning Associates, Inc.

WORK ORDER PROPOSAL

LEGAL DESCRIPTION:

Lots 1 thru 22, Block 15, and Lots 1 thru 11, Block 16, Verndale Addition, an Addition to Tulsa County, State of Oklahoma, according to the recorded Plat thereof. [041912.Sect]

WORK DESCRIPTION:

SECTION I – ALTA/NSPS SURVEY

tep proposes to prepare a survey following the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2026), including items 1, 3, 4, 8, 9, 11a and 16 from Table A Optional Survey Responsibilities and Specifications. Client to provide **tep** with a copy of the most current title opinion/commitment, with legible copies of all documents referenced by the exceptions in the title opinion/commitment. **tep** will not be responsible for any abstracting or zoning research. Once the signed survey is submitted, any updates to the survey based on comments originating from the purchaser, buyer, lender, or title agent will be charged on an hourly basis according to the rate schedule in Attachment “A”, page 4 below.

DELIVERABLES: **tep** will deliver a signed ALTA/NSPS Survey in PDF format and up to four full-size folded paper copies to be delivered by FedEx Ground to a maximum of two recipients, if requested.

SCHEDULE: Survey to be delivered approximately three (3) weeks after notice to proceed.

FEES: Fees for services listed under **WORK DESCRIPTION** will be a lump sum of **\$10,750.00**. Once the completed and signed survey is submitted, any revisions or updates to the survey based on comments or objections originating from the client or representatives of the client will be charged on an hourly basis and billed in addition to the original fee as set out on Attachment “A”, Page 4 below.

Tulsa Engineering & Planning Associates, Inc.

TEP PROJECT NAME/NO.: tep 26-073.00 – KIPP - 541 S. 43rd W. Ave., Tulsa, OK

AUTHORIZATION TO PROCEED

The above scope of work, conditions, and fees are hereby accepted. tep is authorized to perform the scope of work as specified above. Payment will be made as outlined below. If this agreement is acceptable, please indicate by your signature and return one copy for our files. The return of a signed copy shall be considered our authorization to proceed immediately with the completion of the professional services.

Tulsa Engineering & Planning Associates, Inc. KIPP Tulsa Facilities, LLC

By: Jack Taber, CEO	Date	By: Donterrio Marzett	Date
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PAYMENT TERMS:

Fees for services provided are due upon receipt of the invoice and are not dependent on closing schedules or bank draws. A ten (10) day grace period will be extended to process the invoice. Any invoice extended beyond our terms is subject to a service charge as stated on the invoice. A finance charge will automatically accrue on any invoice unpaid after the ten (10) days at an interest rate of 1.5% per month (18.0% A.P.R.) All work will immediately cease on any account balance remaining unpaid after thirty (30) days from the invoice date. All original documents, tracings, field notes, and/or other information will not be available for the CLIENT'S use until the outstanding invoices are paid. Legal action will be initiated on any account remaining unpaid forty-five (45) days after the invoice date. A Labor and Materialman's Lien will be filed of record, against the CLIENT'S property, to enforce the tep's lien rights by the State of Oklahoma Statutes on any account remaining unpaid for forty-five (45) days after the invoice date. The CLIENT agrees to pay all costs incurred by the tep to collect unpaid fees; i.e. attorney's fees, filing fees, and other related costs of litigation and/or collection.

Tulsa Engineering & Planning Associates, Inc.

ATTACHMENT A

RATES SCHEDULE

PERSONNEL AND EQUIPMENT:	
Principal.....	\$ 200.00/hr.
Associate.....	\$ 168.00/hr.
Engineer.....	\$ 188.00/hr.
Surveyor.....	\$ 132.00/hr.
Land Planner.....	\$ 132.00/hr.
Project Manager.....	\$ 156.00/hr.
CAD Technician.....	\$ 108.00/hr.
Administrative	\$ 88.00/hr.
Field:	
One-Person Survey with GPS or Robotics	\$ 206.00/hr.

Coversheet

Approval of Appointment of Brian Humphrey to the Board of Directors

Section:	VI. Action Agenda
Item:	I. Approval of Appointment of Brian Humphrey to the Board of Directors
Purpose:	Vote
Submitted by:	
Related Material:	Brian Humphrey-Resume 6.1.2026 Final (1).docx

Brian Humphrey

Tulsa, Oklahoma | (539) 350-9115 | brianlouishumphrey@gmail.com | [linkedin.com/in/blhumphrey](https://www.linkedin.com/in/blhumphrey)

Executive Summary: Commercial banking executive with a proven record of building high-performing lending portfolios, expanding market presence, and driving profitable client relationships across commercial, nonprofit, and community development sectors.

Core Competencies

- Commercial Lending & Portfolio Growth
- Credit Analysis & Underwriting
- Market Expansion & Business Development
- Deposit Growth & Relationship Management
- SBA, CRE, Affordable Housing Lending, & Nonprofit Lending
- Cross-Functional Advisory Leadership

Professional Experience

Vice President- Commercial Banking/Lending, BancFirst

June 2025 – Present

- Strengthened relationships with municipalities, nonprofits, and foundations, generating Trust Department referrals projected to exceed \$100 million in assets.
- Sourced a capital markets opportunity that generated a \$40 million referral investment opportunity.
- Built strong local relationships within the affordable housing community, including organizations involved in the Low-Income Housing Tax Credit, Historic Tax Credit, and New Markets Tax Credit programs.
- Expands loan and deposit relationships with new and existing clients.

Market Lead- Vice President, City National Bank and Trust Company

November 2018 – May 2025

- Launched City National Bank's commercial lending presence in Tulsa, building a portfolio that generated more than 20% return on equity and 1.60% return on assets.
- Originated more than \$120 million in loans over six years, excluding SBA PPP, contributing to five consecutive record-setting years of net income in the Tulsa market and across the bank.
- Built the portfolio from zero to \$90 million in commitments and \$80 million in outstanding balances.
- Built deposit relationships with key market influencers, increasing Tulsa market deposits by more than 50%.
- Built the Tulsa commercial banking team to support commercial lending and business banking growth.
- Served on the Loan Committee in an advisory capacity, supporting commercial loan growth across the bank.

Assistant Vice President, First Priority Bank

January 2017- October 2018

- Managed a \$20 million portfolio spanning business development, credit analysis, underwriting, and servicing, contributing more than \$1.5 million in after-tax net income during my first year.
- Focused on SBA lending, commercial real estate, nonprofit financing, government contracts, and manufacturing, including construction, residential, multifamily, and land development projects.
- Led SBA lending activities across origination, credit analysis, underwriting, and servicing.
- Targeted businesses with \$5 million or less in annual sales and financing needs under \$4 million.

Economic Development Specialist/Loan Officer, TEDC Creative Capital

August 2013 – January 2017

- Implemented the Community Development Block Grant Revolving Loan Program, deploying more than \$4 million into the Tulsa economy through loans ranging from \$35,000 to \$200,000.
- Structured loans using private capital through programs such as the SBA 504 loan program.
- Originated, negotiated, underwrote, and documented commercial loans, including commitment letters, UCC filings, loan and security agreements, and guaranty agreements.
- Provided credit analysis, technical assistance, and portfolio servicing through financial review, management meetings, reporting, and site visits.

Consultant, Kansas Small Business Development Center

August 2011 - May 2013

- Advised entrepreneurs and existing businesses with business plan development, financial projections, and marketing plan to create business strategy; assisted with SBA loan programs; and identified new marketing opportunities.
- As a member of 3 consultant team, provided excellent service and helped increase from serving 65 clients in 2011 to serving 130 clients annually in 2012.
- Consulted clients from various industries, which resulted in creating over 20 jobs and a capital infusion of over 1 million dollars.
- Assessed the performance of existing businesses by analyzing their financial and managerial accounting statements, benchmarking, and performing market research, which increased consulting time with businesses by 45%.

Education

Masters of Business Administration

May 2013

Concentration: Finance

Fort Hays State University, Hays, KS

Bachelors of Business Administration
Major: Marketing
Minor: General Communication
Fort Hays State University, Hays, KS

May 2011

Memberships & Certifications

Commissioner, Tulsa Metropolitan Area Planning Commission 2023 – Present

- Appointed commissioner serving on a joint city-county planning body that reviews zoning requests across Tulsa and unincorporated areas of Tulsa County.

Commissioner (Chair), Greater Tulsa African American Affairs Commission 2022 – Present

- Serves as chair of an advisory commission appointed by the Mayor of Tulsa to advance civic engagement and economic opportunity within the African American community.

Board Member (Chair), Growing Together 2019 – Present

- Guide a community-focused organization that aligns residents, nonprofits, and funders to improve outcomes for children and families.
- Previously served as Treasurer and Vice Chair before becoming Chair, helping guide the organization through net asset growth from \$500,000 to \$6 million.

Past Member, Risk Management Association (RMA)

- Former member of a leading professional association dedicated to advancing sound risk management practices across the financial services industry.

Coversheet

Approval of Fiscal Year 2026–2027 Budget

Section:	VI. Action Agenda
Item:	J. Approval of Fiscal Year 2026–2027 Budget
Purpose:	Vote
Submitted by:	
Related Material:	FY 26-27 Budget.pdf

KIPP Tulsa FY 27 Budget

2026-27

Income

General Fund	
- State Revenue	4,502,828.24
- Flex Benefit Allowance	500,556.00
- Textbook	36,463.89
General Fund Student Fees	30,000.00
Child Nutrition	325,000.00
Federal Revenue	365,400.00
Federal Revenue Carryover	
TOTAL PUBLIC REVENUE	5,760,248.13
KIPP Foundation	70,290.55
OPSRC (918 Funds)	21,500.00
SRO Grant (Safety)	93,000.00
CSP6 Supplemental Grant	0.00
Redbud	290,000.00
WPPG	165,000.00
TAUW	368,875.00
Other Contributions	691,125.00
Total Income	7,460,038.68

Expense

Personnel	\$ 4,496,043.13
Direct Student Expenses	1,609,092.00
Facilities Expenses	561,500.00
Administrative Expenses	422,500.00
Activity Fund Exp	173,500.00
Gifts Fund Exp	50,000.00
Building Expense	81,000.00
Total Expense	7,393,635.13

Net Income	66,403.55
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2026-27

2026-27

Personnel	
Payroll 100	\$ 3,503,150.75
Benefits 200	992,892.38
Total Personnel	4,496,043.13
Direct Student Expenses	
Books/Curriculum 641	193,000.00
Classroom & Office Supplies 619	90,000.00
Copy Supplies 611	70,000.00
Communication 530	20,000.00
Tuition 560 (TCC EDGE Students)	25,000.00
City Year	0.00
Student Safety	93,000.00
Food Service Mgmt 570	325,000.00
Furniture & Fixtures 651	60,000.00
Technology Services 432	125,000.00
Vehicle Maintenance and Repairs 439	6,000.00
Vehicle Parts 612	2,500.00
Technology Software 733	0.00
Other Purchase Services 680	20,000.00
Printing & Binding 550	9,000.00
Prof. Employee Training & Dev 359	44,000.00
Professional Education Serv 320	91,000.00
Staff Registration/Tuition 860	5,000.00
Student Transportation 511	332,592.00
Bus Insurance	6,000.00
Bus Fuel	2,000.00
Energy Expenditures (Fuel) 623	5,000.00
Appliances/Technology Related Equipment 653	60,000.00
Testing Supplies 614	25,000.00
Total Direct Student Expenses	1,609,092.00
Facilities Expense	
Cleaning Supplies 618	25,000.00
Building Lease/Rent 443	331,500.00
Land Lease Purchase 443	0.00
Utilities 411, 627,624	205,000.00
Total Facilities Expense	561,500.00
Administrative Expenses	
Administrative Services 310	15,000.00
Accounting/Auditing 331	50,000.00
Other professional services 337 (Apex Marketing)	24,000.00

2026-27

Legal Services 357	21,000.00
Advertising 540	60,000.00
TPS 1% 805	38,000.00
Dues & Fees 810	65,000.00
Workmans Comp 290	40,500.00
Insurance 522 - 525	59,000.00
Travel 580	50,000.00
Total Administrative Expenses	422,500.00
Activity Fund	
Staff Appreciation 808	10,000.00
Student Services 805 809 814 816 817	42,000.00
School Support 812	3,000.00
Band 807	18,000.00
Athletics 821 900 901 902 903 904 905 906 907 908 909	85,000.00
Recruitment (Staff)	3,000.00
Student Travel (International)	5,000.00
Summer School	
Uniforms 810	2,500.00
KIPP Forward 202	5,000.00
Total Activity Fund Expenses	173,500.00
Gifts Fund	
Development 204 (Gifts)	50,000.00
Total Activity Fund Expenses	50,000.00
Building Fund	
Cleaning Srv 421	0.00
Repairs & Maintenance & Security (Bldg) 426-430	41,000.00
Appliances/Technology Related Equipment 653	40,000.00
Total Building Fund Expenses	81,000.00
Total Expense	7,393,635.13



Grade	Grade Weights	ADM 2026-27	
Grade	Grade Weights	ADM 2026-27	
PK	1.3		
KG	1.5		
1	1.351		
2	1.351		
3	1.051		
4	1.00		
5	1.00		
6	1.00	150	
7	1.20	120	
8	1.20	120	
9	1.20	80	
10	1.20	55	
11	1.20	50	
12	1.20	55	
Total		630	

Coversheet

Approval of Memorandum of Understanding Between Oral Roberts University and KIPP Tulsa Public Charter Schools

Section: VI. Action Agenda
Item: K. Approval of Memorandum of Understanding Between Oral Roberts
University and KIPP Tulsa Public Charter Schools
Purpose: Vote
Submitted by:
Related Material: KIPP Tulsa Public Charter Schools MOU 7 10 26 (final) (1).docx



**Memorandum of Understanding
Between
ORAL ROBERTS UNIVERSITY
Tulsa, Oklahoma, USA**



**and
KIPP TULSA PUBLIC CHARTER SCHOOLS
Tulsa, Oklahoma, USA**

I. Preamble

In accordance with the principles of mutual benefit and cooperation, **Oral Roberts University (ORU)** of Tulsa, Oklahoma, United States of America, and **KIPP Tulsa Public Charter Schools (KIPP TULSA)** of Tulsa, Oklahoma, United States of America, agree to sign the following Memorandum of Understanding (MOU) to facilitate closer collaboration between the two parties.

II. Institutional Information

Oral Roberts University is a not-for-profit higher education institution. As an accredited, comprehensive Christian university committed to an educational environment of excellence, **ORU** emphasizes academic achievement, leadership ability, a healthy lifestyle, and a commitment to service. **ORU's** mission includes providing a "whole person education," which develops Spirit-empowered leaders who have spiritual integrity, personal resilience, intellectual pursuit, global engagement, and a bold vision.

KIPP Tulsa Public Charter Schools is an educational institution that commits itself to helping students be designers of their destiny. **KIPP TULSA** strives to be a place where students lead through literacy, are empowered through experience, and contribute to their community.

III. Goals and Objectives of the Agreement

Based on the principles of mutual benefit, both parties agree to consider collaborative and cooperative activities in the following areas:

- A.** Promotion of **ORU** in **KIPP TULSA** events and activities
- B.** **ORU** tuition discounts for **KIPP TULSA** faculty, staff and students
- C.** **KIPP TULSA** will make shared learning opportunities available for **ORU** students through engagement/exposure during conferences, special events, concerts, meetings with guest speakers/performers, internships and other opportunities as applicable
- D.** Other such activities as may be mutually agreed upon

IV. Terms and Conditions

Both parties agree to comply with, and assist the other party in compliance with, applicable laws, standards, rules and regulations. Both parties agree that all financial arrangements necessary for the implementation of this Agreement must be negotiated separately.

Collaborative activities between the two parties that are not covered by the scope of this Agreement will be guided by separate Agreements between the two parties after detailed discussion and negotiation. The initial Agreement by both parties is listed below:

A. ORU shall:

1. Offer tuition discounts for all **KIPP TULSA** graduates and students who pursue an ORU undergraduate degree program while concurrently enrolled, or after completion of an **KIPP TULSA** course:
 - a. 10% for online undergraduate programs
 - b. 15% for online graduate and doctoral programs
 - c. **ORU** often makes other educational scholarship opportunities and discounts available, including those for residential programs. Individuals applying for residential programs are strongly encouraged to ask about, explore, pursue, and apply for all scholarship opportunities offered internally by **ORU** and externally by outside sources. This MOU offers no residential discounts other than those explicitly stated herein.
2. Offer tuition discounts for **KIPP TULSA** paid faculty and staff and their spouses and dependents:
 - a. Minimum \$13,500 annual scholarship for those who enroll as full-time, on-campus, residential, undergraduate students and who meet or exceed full admissions criteria (Academic credentials may elevate the scholarship amount.)
 - b. 20% for online undergraduate, graduate and doctoral programs
 - c. 35% for online and residential Master of Divinity degrees within the College of Theology and Ministry
 - d. 50% for residential and virtual Master of Arts degrees within the College of Theology and Ministry
 - e. 50% for residential and virtual Master's and Doctor of Education degrees within the College of Education
 - f. 25% for other residential and virtual doctoral programs
 - g. **ORU** often makes other educational scholarship opportunities and discounts available, including those for residential programs. Individuals applying for residential programs are strongly encouraged to ask about, explore, pursue, and apply for all scholarship opportunities offered internally by **ORU** and externally by outside sources. This MOU offers no residential discounts other than those explicitly stated herein.
3. Offer significantly discounted military tuition pricing for online undergraduate and graduate degree programs:
 - a. Military discounts apply to students who are serving in or who are veterans of the US Armed Forces and Reserves
 - b. Military discounts do not combine with other discounts provided in this MOU
4. Offer tiered international online student tuition pricing, which **cannot** combine with the above-stated discounts
5. Provide approved marketing materials for **KIPP TULSA** to use for promoting **ORU**

B. KIPP TULSA shall:

1. Actively promote **ORU** at **KIPP TULSA** events and activities
2. Actively promote **ORU** on **KIPP TULSA**'s website and social media outlets
3. Encourage faculty, staff and students to pursue education and leadership development opportunities through **ORU**'s certificate and degree programs
4. Make shared learning opportunities available for **ORU** students through engagement/exposure during conferences, special events, concerts, meetings with guest speakers/performers, internships and other opportunities as applicable
5. Create regular (once per semester or at minimum annually) virtual sessions available for **ORU** to promote programs and share the admission process with interested prospective students, parents, and leaders
6. Provide proper validation of **KIPP TULSA** faculty, staff and students in order to receive the listed discounts

V. ORU College of Education Global Educators Initiative

The purpose of this program is to foster a strategic initiative between **ORU** through its College of Education and **KIPP TULSA** to recruit and employ international graduate students (identified as International Educators in this document) who are pursuing careers in education.

A. ORU shall:

1. Provide a one-page document to prospective International Educators detailing the requirements, benefits, and risks of the program
2. Sign the Curricula Practical Training (CPT) form for International Educators as appropriate
3. Provide International Educators the opportunity to complete the **ORU** courses GPED 505 and GPED 506 prior to starting employment with the **KIPP TULSA**
4. Grant CPT approval to International Educators who meet the established requirements and demonstrate a suitable disposition
5. Require the faculty of record for the GPED 505 and 506 to complete a disposition assessment on each International Educator's 20-hour pre-clinical experience
6. Provide options for alternative placement if there are challenges with the placement

B. ORU and KIPP TULSA agree that these are obligations of International Educators:

1. Complete the 20-hour pre-clinical experiences (which are co-requisites with the GPED 505 and GPED 606 courses) at **KIPP TULSA**
2. Receive and sign a written document from **ORU** detailing the requirements, benefits, and risks of the program
3. Maintain full-time enrollment status in an **ORU** College of Education graduate program by taking a minimum of 6 credit hours per semester

4. Participate in one of the following **ORU** professional support programs:
 - a. Monthly group meeting with an **ORU** graduate faculty member
 - b. The **ORU** College of Education 5th Year Mentoring Program

B. KIPP TULSA Shall:

1. Conduct, as a required step in **KIPP TULSA**'s hiring process, a National Background check for all International Educators who have resided in the United States for any length of time.
2. Provide in writing for International Educators the pathway to H1B and permanent residence status based on performance
3. Ensure that all International Educators participate in a school-based mentoring program
4. Give International Educators time off to attend ORU graduate classes
5. Inform ORU promptly if an International Educator is no longer employed by **KIPP TULSA**

VI. Implementation of Memorandum of Understanding

Both parties agree to hold further discussions on the implementation of Articles III and IV of this MOU.

VII. Duration of Memorandum of Understanding

This MOU takes effect from the date both parties sign, and it shall be in effect for three (3) years in the first instance. The Parties agree to review this MOU after three (3) years in order to evaluate the progress and improve the quality of the exchange and collaboration.

VIII. Intellectual Property

Each party to this MOU shall own the Intellectual Property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities completed by this MOU. Intellectual Properties conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned.

IX. Language of Execution

Although all languages are deemed equally authentic, should this MOU be executed in more than one language, the English version shall control in the event of inconsistency in meaning or interpretation of terms. All notices, communications and proceedings under this MOU shall be delivered/conducted in English. This MOU may be executed in multiple counterparts, each of which will be deemed to be an original but all of which together will constitute but one and the same instrument.

X. Indemnification

ORU and **KIPP TULSA** shall each indemnify and hold harmless the other, its officers, agents, and employees, for any and all liability, damages and costs attributable to the negligent acts or omissions of the indemnifying party, its officers, agents, and employees while acting within the scope of their employment, and in furtherance of activities described in this MOU.

XI. Use of Name

Any use of the name, **Oral Roberts University** or **KIPP Tulsa Public Charter Schools**, including any of its constituent colleges or programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOU shall be subjected to the prior written approval of both parties.

XII. Liability Insurance

Each party shall be solely responsible for its own actions, negligent acts, errors or omissions and provide protection against bodily injury or property damaged by their faculty/employee arising from this MOU.

XIII. Financing Arrangements

It is understood that financing will be required to undertake specific activities and that such financing could be provided by external sources. Except where funding has been secured from external sources, each party shall be responsible for its own costs in relation to all matters arising out of this MOU or as agreed upon in writing prior to the initiation of any such activity.

XIV. Resolution of Disputes

Both parties hereby undertake to use their best efforts to mutually resolve any dispute{s} that may arise as between them from the interpretation and enforcement of this Agreement. If the dispute cannot be resolved, this MOU shall be deemed terminated, provided existing or ongoing programs shall be given sufficient time to conclude.

XV. Conduct

Exchange faculty and students shall abide by the local and national laws of the Country of each institution and by the rules and regulations of the host institution.

XVI. Confidentiality

The parties agree to keep confidential all their collaborations and discussions under this MOU. Neither party shall intentionally disclose the other's confidential information to third parties other than to its employees, consultants, and subcontractors who need to have such information for the purposes of this Agreement, and shall ensure that such recipients are bound by the same confidentiality obligations.

XVII. Non-Assignment

Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

XVIII. Modification/Termination

The written provisions contained in this Agreement constitute the sole and entire Agreement made between the parties relating to collaboration and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties. This Agreement can be terminated at will by either party by giving a minimum of three (3) months' notice in writing to the other party in accordance to United States and Oklahoma law. Notice is effective when deposited in care of each party's responsible representative, named below, or when otherwise reasonably effectuated.

XIX. Endorsement/Contact

This Memorandum of Understanding shall become effective upon the date of signature by the representatives of the two parties. The MOU is valid for three (3) years from the date of signature and may be renewed by written consent by both parties.

For ORU: The Director of Church and Educational Partnerships, Dr. Randall Loesch, will serve as the primary contact at Oral Roberts University, 7777 S. Lewis Avenue, Tulsa, OK, 74171, USA. Email: rloesch@oru.edu. Phone: (918) 495-7322.

For KIPP TULSA: The Finance and HR Specialist, Mayra Burke, will serve as the primary contact at KIPP Tulsa Public Charter Schools, 541 S. 43rd W. Ave., Tulsa, OK, 74127, USA. Email: mburke@kippok.org. Phone: (918) 833-8822.

Kathaleen Reid-Martinez, Ph.D.
Provost & Chief Academic Officer
Oral Roberts University

Dewayne Dickens, Ph.D.
Board President
KIPP Tulsa Public Charter Schools

Date: _____

Date: _____

Coversheet

Approval of SFE Food Management Contract

Section:	VI. Action Agenda
Item:	L. Approval of SFE Food Management Contract
Purpose:	Vote
Submitted by:	
Related Material:	2026-2027 OSDE FSMC REQUEST FOR PROPOSAL.pdf



Subject: RFP – KIPP Tulsa Public Charter Schools

To Whom It May Concern,

In accordance with the instructions provided in the email accompanying the RFP document, we are submitting this sheet to indicate the additional pages included in our response:

- **PDF Page 58** – Sample Lunch Menu
- **PDF Page 59** – Sample Salad Bar Menu
- **PDF Page 61** – Sample Breakfast Menu
- **PDF Page 63** – Sample Afternoon Snack menu
- **PDF Pages 86–98** – 2024–2025 Revenue and Expenditure Analysis Report and Revenue/Expenditure Summary for Program Code 700 and the October 2025 Claim. These documents fulfill the requirement for **Page 8, Item E-1** of the RFP.

Please let us know if any further clarification or documentation is needed.

Best regards,

Mayra Burke

Finance Specialist

**OKLAHOMA STATE DEPARTMENT OF EDUCATION
(OSDE)**

CHILD NUTRITION PROGRAMS

FOOD SERVICE MANAGEMENT COMPANY (FSMC)

REQUEST FOR PROPOSAL (RFP)

School District: KIPP Tulsa Public Charter Schools

County/District Code: 72-E005

**January 2026
(School Year 2026-2027)**

USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or **fax:** (833) 256-1665 or (202) 690-7442;
or **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

ASSURANCE

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

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

This publication, printed by the Oklahoma State Department of Education Printing Services, is issued by the Oklahoma State Department of Education. Zero copies have been prepared and distributed using Child Nutrition Programs (CNP) federal funds at a cost of \$. JANUARY 2026.

GENERAL INFORMATION

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for KIPP Tulsa Public Charter Schools School, hereinafter referred to as the ***School Food Authority (SFA)*** or ***District***, from July 1, 2026 to June 30, 2027, with the option of four 1-year renewals with mutual agreements between the SFA and the Food Service Management Company (FSMC) beginning July 1 of each subsequent year.

The offerer or FSMC will be referred to as the ***FSMC***, and the contract will be between the FSMC and the SFA.

The successful FSMC shall manage the school programs in a manner that best fulfills the following program objectives of the SFA:

1. To provide appealing and nutritionally sound reimbursable meals according to the programs selected on **page 11** for students as economically as possible.
2. Increase participation at all levels of the program by improving food quality at the service point, by upgrading equipment and facilities, by seeking student and parent input, by successful menu variation and planning, by use of excellent marketing techniques, and with a strong emphasis on public relations.
3. Provide a management staff and structure to ensure that the District's school food authority is one of consistent top quality and of positive regard by students, staff, and the public.
4. Establish a formal structure to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.
5. Establish and conduct management and staff training programs that will ensure staff development, proper supervision, and consistent quality control, both in production and service.
6. Continue to move forward operating a school food service program that is self-sufficient and does not require any subsidy from regular school funds.
7. To promote nutritional awareness whenever the food service can interface with District programs.
8. Provide a financial reporting system that meets federal and state requirements.
9. Provide District administration with monthly operating attachments and information regarding the food service program.

School District: KIPP Tulsa Public Charter Schools County/District Code: 72-E005

**FIXED-PRICE CONTRACT
REQUEST FOR PROPOSAL**

Competitive Proposal—the FSMC will be paid at a fixed rate per meal/lunch equivalent.

The fixed price must include all labor (including bonuses, if any) and expenses as shown below. They may not be charged back to the SFA in any other manner. *The proposed fixed price should not include, or net out, the value of commodities (USDA Foods)*

- a. Menu development specific to the operation
- b. Nutrition education materials and program expense
- c. Design services specific to the operation
- d. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings
- e. Personal representation, visitation, and coverage on a regular basis by a principal of FSMC
- f. All accounting
- g. All payroll costs and documentation
- h. Administrative dietetic, nutritional, sanitation, and personnel advice
- i. All costs incurred in hiring and relocating, if necessary, the FSMC management team
- j. All training costs for FSMC employees
- k. All travel costs for training for FSMC employees
- l. All miscellaneous costs to operate the program: i.e., consumable marketing materials, posters, menu templates, proprietary printed materials
- m. One-time performance bond
- n. Depreciation for major new marketing programs as negotiated and approved in writing by the superintendent in advance

To be completed by the FSMC:

*Fixed Price Per Meal/Lunch Equivalent: \$ _____

- A. The fixed price per meal/lunch equivalent will be subject to an annual escalation/de-escalation provision, made at the time of contract renewal (if any), based on the Consumer Price Index (CPI) for Food Away From Home. The specific CPI used will be: equal to the CPI for all Urban Consumers, as of March of the current year (rounded down to the nearest cent). The only price increase allowed once contract is signed by both parties is the increase in the CPI.

* Because some of the provisions of the new meal pattern requirements do not go into effect until later, the FSMC needs to be aware of the new meal pattern implementation timeline. *Refer to the Appendix.*

B. Award Criteria:

Proposals will be evaluated by a committee (3-5 people) against the following criteria, with assigned weights in the following categories. Each area of the award criteria must be addressed in detail in the proposal. **(NOTE: Price is the primary factor in the award of a contract when using competitive proposals. Awards will be made to the responsible firm whose proposal is most advantageous to the program, taking into account price and other relevant factors. Reference 2 CFR 200.320[d][4].)**

***Note: You do not have to list points for every criterion listed below. It is required to have the highest points for price. The district can also mark out criteria and create your own.**

Weight	Criteria
(50) points	Price
(10) points	Food Quality and/or Specifications
(10) points	Menu and/or Menu Options
(10) points	Employee Training and Professional Standards
() points	FSMC Investment and/or Guarantee Return
(10) points	Increased Participation, Promotion of NSLP/SBP Program, and/or Nutrition Education
(5) points	Accounting and Reporting Systems
(5) points	Customer Service or References (3 current references and a history of lost accounts)
() points	_____
() points	_____
100	Total Points

- C. Preproposal Meeting ☐ (complete section C) ☒ Preproposal meeting will not be conducted (skip section C)

A meeting with interested offerers to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on _____ at _____,

Location: _____

Attendance is ☐ required ☐ not required

Vendor presentations: ☐ will ☒ will not be scheduled at this time.

Fax or e-mail any technical issue and specification questions pertaining to the Request for Proposal (RFP) to the District at _____ (Fax) or _____ (E-Mail Address) **no later than** _____ (Time and Date) and follow these guidelines:

- Specifically reference the section of the RFP in question. These questions will be addressed at the preproposal meeting and then distributed in the form of an addendum. Vendors are requested to bring a copy of the solicitation to the conference.
- The purpose of this conference is to allow the district the opportunity to provide the clarification, respond to questions from potential offerers relative to any facet of this solicitation, and to entertain suggestions for improvement of this document and/or the program.
- The site tour will begin following the preproposal conference. Prospective offerers are to notify the District of their intent to participate by _____ (Time), _____ (Date), So transportation may be made available. Participation in the tour is limited to _____ representatives per offerer. Each FSMC interested must notify _____ (Name of SFA Official) at _____ (E-Mail Address).

Prior to and after the preproposal conference, no oral interpretation will be made to any FSMC as to the meaning of the specification. Every interpretation will be in the form of a written addendum to the specification issued by the District and mailed to each interested FSMC of record.

D. Proposal Submission and Award

1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. Return this RFP document with all attachments filled out as required and signed, along with the following items.
 - a. LETTER OF TRANSMITTAL. The Letter of Transmittal is to include:
 - (1) An introduction of the FSMC.
 - (2) The name, address, and telephone number of the person to be contacted, along with others authorized to represent the company in dealing with the RFP.
 - b. EXECUTIVE SUMMARY. Provide an Executive Summary which:
 - (1) Briefly describes the FSMC's approach to the proposal.
 - (2) Indicates any major requirements that cannot be met by the FSMC.
 - (3) Highlights the major features of the proposal and identifies any supporting information considered pertinent.

In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Executive Summary.

- c. DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain at least the following information:

(1) Service's Capability/Plan

- (a) Submit in writing definite goals/specific recommendations for improved current operations to include estimated increases in student participation and any changes to personnel and equipment.
- (b) FSMC shall submit with its proposal a transition plan which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.
- (c) Describe the variety of menu offerings to be made available in your service plan and at what frequency.
- (d) FSMC shall submit a proposed organizational chart for the on-site FSMC management team.

(2) Experience References

- (a) Describe the FSMC's experience as managers and consultants of food service operations in general and public schools in particular.
- (b) Include a list of any similar operations and locations where the FSMC is operating food service programs. Include the number of meal/meal equivalents served daily. Note any that operate the School Breakfast Program (SBP) and the National School Lunch Program (NSLP). List name and phone number of five references of the client administrator capable of commenting on the FSMC's performance, as well as the annual budget for each location.
- (c) Include résumés or listings of the qualifications of the proposed resident food service director (FSD) candidates. FSD candidates must meet USDA Professional Standard requirements. Final determination of the FSD must have the approval of the district.
- (d) Include résumé and background of person who will supervise the work of the resident FSD and how the FSMC will ensure the best performance. Describe the FSMC's internal criteria for bonus opportunities for both the resident FSD and his or her next reporting level.

- (e) Include a list of any locations of school food service that have not renewed their contracts with respondent within the past three years and contact names/phone numbers.
- (f) Include a table of company organization and a plan for the administrative management, supervision, staffing proposed under the specifications of this contract, and how USDA Professional Standard requirements will be met.

(3) *Financial Condition/Stability, Business Practices*

Provide data to indicate the financial condition of the company. Audited financial statement for the last two years and management fee history for the last five comparable clients or equivalent financial documentation if a new company (if in business one year or less) must be included with the proposal.

(4) *Accounting and Reporting Systems*

Describe complete accounting procedures the FSMC would use for:

- (a) Inventory control
- (b) Process for point-of-service meal counts
- (c) Internal control of cashing-handling procedures
- (d) Internal audit systems
- (e) All regular accounting forms used with detailed explanations of their importance
- (f) Data collection for purposes of evaluating the effectiveness of new and current programs

(5) *Personnel Management*

- (a) What is the FSMC's personnel management philosophy, particularly regarding resident managers and their relationship to existing staff?
- (b) Describe training and development programs the FSMC will provide for employees and management personnel. Include detailed FSMC budget for training.
- (c) How does the FSMC attempt to improve employee morale and reduce turnover?

(6) *Innovation*

- (a) How would the FSMC's food service program in the District differ from current operations?
- (a) Describe the costs and benefits of the FSMC's proposed changes.
- (b) Describe how changes would be implemented. Include a staffing model, if different from current staffing.
- (c) How would the FSMC involve employees to use their expertise and experience in making future innovations?
- (d) Examples of service and merchandising programs.
- (e) How would the FSMC modify company *turnkey* programs to meet the District's individual needs?

(7) *Promotion of the School Food Service Program*

- (a) What is the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program?
- (b) How would the FSMC implement this philosophy in our District? Give examples of the FSMC's efforts and results in other Districts.
- (c) Provide documentation of efforts and results of promotions and SFA wellness policies in other Districts.
- (d) How does the FSMC support *Nutrition Awareness* in the lunchroom and classroom?

(8) *Involvement of Students, Staff, and Patrons*

Give examples, by client, of the FSMC's efforts and results regarding involvement of students, teachers, building administrators, and parents in program evaluation and selection of menus, discussion of nutritional issues, etc., including examples of surveys and how results/requests were responded to and what actions were taken.

9) Cost Information

Provide a complete breakdown and itemized detail of the proposed fee/meal for at least the following major components:

- (a) Payroll/benefits (must tie to Worksheets 1-B and 2-B or 1-C and 2-B)
- (b) On-site FSMC staff expenses
- (c) On-site program expenses (including consumable proprietary materials; i.e., posters)
- (d) Indirect/overhead/central support expenses
- (e) Training expenses

2. The SFA ☐ will allow ☒ will not allow a guarantee from the FSMC. If the SFA will allow a guarantee to be part of the proposal, the following shall apply:

The SFA and FSMC shall work together to ensure a financially sound operation. The FSMC guarantees the food service will be self-supporting with an excess of _____ (to be completed by the SFA) during the **2026-2027** school year and no less during the first year of the FSMC contract, as well as any subsequent renewal terms.

The guaranteed return is based on **2024-2025** labor and benefit rates. If across-the-board wage increases are granted by the SFA, this needs to be determined before a contract is signed. This is a fixed-price contract, and no additional negotiations for funds may be conducted once the price is finalized. If the LEA plans to increase salaries for LEA employees, this must be stated upfront and part of the original contract. It cannot be added during renewals.

3. If the contract requires a guarantee, then all additional renewals shall require the same guarantee. The guarantee **MUST NOT** be contingent upon multiyear contract duration. (If the contract is not renewed, the guarantee still applies.)

E. Assumptions.

1. Financial terms of the Agreement are based upon the conditions of the **2024-2025** school year (latest full year of operation) The district has submitted:
 - ☒ The district's **2024-2025** school year Expenditure & Revenue Analysis Report and a Revenue/Expenditure Summary Report for program code 700, and the **October 2025** claim
 - ☐ Expenditures for programs currently offered are on **pages 32-40** of this RFP or
2. Legislation, regulations, and reimbursement rates that create changes in the NSLP, SBP, and any other program indicated on **page 11** (Section B) shall remain materially consistent throughout the year.
3. The projected number of full feeding days equals **166** (to be completed by the SFA). If there is a material change in conditions, including, without limitation, changes to these assumptions, the contract:
 - May be terminated at the end of the current term.
 - Continue under the same terms as written, whichever is mutually agreed upon.
4. One original and **1** copies of the sealed proposals are to be submitted to:
mburke@kipppok.org or 541 S 43rd W Ave

The RFP is due at (Time) **11:59 PM** on (Date) **7-6-26**. Responses must be sealed and marked with the proposal name (Food Service Management Proposal), name and address of the vendor, and opening date and time. Fax responses cannot be accepted. No other distribution of the proposal shall be made by the offerer. Return of the complete document is required.

5. The SFA reserves the right to reject any or all proposals if deemed to be in the best interest of the SFA.
6. To be considered, each Offerer must submit a complete response to this solicitation ***using the forms provided***. No other documents submitted with the RFP contract will affect the contract provisions, and ***there may be no modifications to the RFP language***.
7. Once all RFPs are reviewed after the deadline has expired, the SFA will negotiate ☒ Yes ☐ No with the top 2 FSMCs (to be completed by the SFA).

If negotiations take place, all FSMCs that are selected for negotiation will be notified in the same manner and at the same time. The notice shall include the deadline for each FSMC to submit its final and best offer, including a guarantee, if applicable.

The final award shall be made to the qualified and responsible Offerer whose proposal is responsive to this solicitation. A responsible Offerer is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation. Districts may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint.

8. Offerers or their authorized representatives are expected to fully inform themselves of the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the Offerer's own risk, and he or she cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the Offerer prior to the signing of a contract by all parties. ***Paying the FSMC from Child Nutrition Program (CNP) funds is prohibited until the contract is approved by the OSDE and signed by the LEA and FSMC representatives.***
9. Fax or e-mail any additional questions that may arise as a result of the site visits to the District (Fax Number) or m**burke**@kippok.org (E-Mail Address) by 5:00PM (Time) on 6-29-26 (Date). Include a return fax and phone number, and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited in the form of an addendum to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.
10. Offerers who submit a proposal in response to this RFP may be required to give an oral presentation and software demonstration. This provides an opportunity for the Offerer to clarify or elaborate on his/her proposal. That is a fact-finding and explanation session only and does not include negotiation. The SFA will schedule the time and location of these presentations. Oral presentations are strictly an ***OPTION*** of the SFA and may or may not be conducted.

F. Late Proposals

Any proposal after the exact time specified for receipt will not be considered. Any proposal en route, either in the mail or other locations in the district will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The District is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers,

or any other means of delivery. It is the sole responsibility of the FSMC to ensure that its proposal reaches the District by the designated date and hour.

H. Final Contract

1. The complete contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e., worksheets, attachments, and operating cost sheets). Once signed by both parties, submit signed contract to OSDE within 10 days.
2. The FSMC shall not attach or add anything to the RFP once State Agency approval has been granted.

- I. This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. The contractor shall comply with applicable federal, state, and local laws and regulations. Any claim or action arising under this agreement/contract shall have a venue in Tulsa County, Oklahoma.

- J. **Errors or Omissions**—The proposing FSMC shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specification, the FSMC shall promptly notify the contract person listed. Inconsistencies in the specifications are to be reported before proposals are submitted. Any corrections will be published in the same manner as the solicitation was issued and known potential vendors will be notified directly by certified communications.

- K. Ownership of all data, materials, and documentation originated and prepared for the district pursuant to the RFP shall belong exclusively to the District and be subject to inspections in accordance with the Oklahoma Open Records Act.

J. Bid Protest

Per Federal procurement procedures found under **2 C.F.R.**, the SFA alone is responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of its procurement. Issues may include, but are not limited to, source evaluation, disputes, protests, and claims. Bid protests will go directly to the district for resolution. Therefore, it would be best practice for the SFA to have a policy, or, at the very least, a procedure in place to handle and resolve disputes relating to its procurements.

STANDARD TERMS AND CONDITIONS

I. Scope and Purpose

- A. ***Duration of Contract.*** The effective date may be different than July 1, but the termination date must be June 30. Keep in mind that the effective date may not occur prior to the date on which the contract is signed. This contract shall be for a period of up to one year, beginning on 7-13-26, and ending June 30, 2027, with up to four 1-year renewals with mutual agreement between the SFA and the FSMC.
- B. ***Types of Meals/Functions to Be Provided:*** The FSMC shall operate in conformance with the SFA's agreement with the Oklahoma State Department of Education Child Nutrition Programs Section (the *State Agency*).

The programs the district operates and wants the FSMC to administer are indicated below. The program(s) listed here should agree with those listed in Attachment A-2. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed. **Check any program that may be considered in the future; the district must complete all attachments even if you are considering adding a program.** *NOTE: If a program/function is added after the contract is awarded, the district must rebid the FSMC services if the new program represents or creates a material change to the contract.*

- | | |
|--|---|
| ☒ National School Lunch Program (NSLP) | ☒ Child and Adult Care Food Program (CACFP) |
| ☒ School Breakfast Program (SBP) | ☒ À la Carte |
| ☒ After-School Snack Program (ASSP—NSLP) | ☒ Adult Meals |
| ☐ Fresh Fruit/Vegetable Program (FFVP) | ☒ Catering/Special Event Meals |
| ☐ Special Milk Program (SMP) | ☐ Contract Meals |
| ☒ Summer Food Service Program (SFSP) | ☐ Vending Machine Sales |
| ☐ Seamless Summer Program (SSO—NSLP) | ☐ Concessions |

- C. The FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA in Attachment A-2.
- D. **This contract constitutes the Request for Proposal, the proposal, and any amendments/renewals.** This agreement is between the SFA and the FSMC and may not be changed, extended orally, or altered by cause of conduct.
- E. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- F. Any agreement between the SFA and the FSMC shall be subject to State Agency approval.
- G. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- H. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- I. All income accruing as result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants, and loans shall be deposited in the SFA's food service account.

Any profit or ***GUARANTEE*** (if allowed by the SFA in the proposal) return shall remain in the SFA's food service account. The SFA and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c).

- J. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the State Agency and USDA regarding each of the CNP covered by this contract.
- K. Per 7 CFR Part 210.9(b)(1), the SFA shall retain control of the CNP food service account and overall financial responsibility for the CNP. Maintain a nonprofit school food service, and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in §210.14 and the limitations on any competitive school food service as set forth in §210.11.
- L. The SFA shall establish all selling prices, including price adjustment, for all reimbursable and nonreimbursable meals/milk and à la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Nonpricing programs need not establish a selling price for reimbursable meals/milk.) The FSMC must follow the SFAs unpaid meal charge policy.
- M. The FSMC shall operate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- N. The FSMC shall comply with the rules, regulations, policies, and instructions of the State Agency, USDA, any local laws or policies pertaining to the Child Nutrition programs including but not limited to any additions or amendments thereto, including USDA Regulation 2 CFR 200; 318-326, and Appendix II to Part 200; 7 CFR 210, 220, 245, 250; 2 CFR 400, 2 CFR 416, 2 CFR 417, 2 CFR 418; 7 CFR Part 215 (SMP), if applicable; 7 CFR Part 225 (SFSP), if applicable; and 7 CFR Part 226 (CACFP), if applicable; and all food nutrition, services, instructions, policies, and guidance, if applicable.
- O. The FSMC must annually provide information on food costs and revenues. All information must be maintained for five (5) years and may not be removed from the SFA at any time. The information must include food costs (for reimbursable meals, non-student meals, cash-sales food items) and revenues (from cash-sales food items and total revenue).
 - Non-program foods (cash-sales food items) are sold in a participating school other than reimbursable meals and meal supplements, and purchased using funds from the nonprofit school food service account.
 - (The total revenue from cash-sales food items divided by the total revenue of the school food service account) must be equal to or greater than (the total food costs of cash-sales food items divided by the total food costs of the school food service account)
 - The above statement regarding revenue clarifies that the costs of running cash-sales food items cannot be at the expense of the school food service account. (See 7 C.F.R. § 210.14(f)).
- P. Revenues to the nonprofit school food service must be used solely to operate or improve the nonprofit school food service. Scholarships, or any other fund outside the nonprofit school food service account, are not necessarily nor reasonable food service expenses and, therefore, cannot be funded from the SFA nonprofit school food service account. FSMC contracts may not contain provisions or allow noncontractual practices that provide for payments that do not accrue to the nonprofit school food service account.
- Q. The SFA will determine collection procedures for delinquent student accounts. FSMC employees may not refuse a child a meal regardless of their ability to pay. The FSMC shall provide the SFA with access to any meal counting program that shows student debt.

R. Computation of the Meal Equivalency Rate

Meal Equivalency Rate: The rate is the total of the Free lunch reimbursement rate + Meal Performance Incentive + USDA Foods for non-program foods. ***This rate will change every July when the rates change. It will always be the district's current school year Free lunch reimbursement rate + meal performance incentive rate + USDA Foods value. The current rate must always be used.***

Meal Equivalency Rate	
Current Year Federal Free Rate of Reimbursement	\$4.62
Current Year Meal Pattern Performance Incentive Rate	\$ 0.09
Current Year Value of USDA Foods	\$ 0.4500
Total Meal Equivalent Rate	\$5.16

- S. Payment Terms/Method: The FSMC shall invoice SFA at the end of each month for amounts due based on on-site records. The SFA shall make payment within **30** business days of the invoice date.

- T. The FSMC shall make substitutions in the food items of the meal pattern for a student with a disability when his/her disability restricts his/her diet as stated in the student's *Individual Educational Plan (IEP)* or 504 Plan at no additional charge to the student. Follow guidance in SP-26-2017, SP-59-2016, and the Guidance for Accommodating Children with Disabilities in the School Meal Programs (7/25/2017).

At the discretion of the SFA, substitutions may be made for nondisabled students who are unable to consume regular lunches because of medical or other special dietary needs. Substitutions other than **MILK** shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternate foods. Such a statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

Milk substitutions may be allowed when supported by a statement from a parent/guardian or medical authority, but only nondairy milk substitutes that meet the Nutrition Standards established by USDA may be used. According to the SFA's policy statement, the SFA chooses to make substitutions for fluid milk available (and, therefore, the FSMC will be so required). ☒ Yes ☐ No

NOTE: A Yes answer must be supported by the SFA's policy statement.

- U. The SFA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.
- V. Gifts From FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under state law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards per 2 CFR 200.318(c)(1).

II. Signature Authority

The SFA shall retain signature authority for the State Agency's application/agreement, free and reduced-price policy statement, programs indicated in Section I, Item B on **page 11**, and the monthly claim for reimbursement. (Reference 7 CFR §210.9[a] and [b] and 7 CFR §210.16[a][5].)

III. Free and Reduced-Price Meals Policy

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster.

- B. The FSMC shall implement an accurate *point of service* count using the counting system submitted by the SFA in its application to participate in the CNP and approved by the State Agency for the programs listed in Item B on **page 11**, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.
- C. The SFA shall be responsible for the development and distribution of the parent letter and free and reduced-price meal and milk applications and participating in Direct Certification. The SFA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk in accordance with 7 CFR §245.
- D. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.
- E. The SFA shall be responsible for verifying free and reduced-price meal applications as required by USDA regulations. An employee of the FSMC ☐ **may** ☐ **may not** (SFA must indicate) perform for the SFA in various aspects of the application, certification, and verification process of eligibility for school meals programs. If the SFA allows this, the FSMC employee must comply with all requirements for these processes, including limited disclosure of individual eligibility information. However, the SFA is ultimately responsible for ensuring that all requirements are being met and the information on the application remains the property of the SFA and cannot be used or possessed by the FSMC for any use other than to determine eligibility for free or reduced-price meals.

IV. USDA-Donated Foods

- A. Any USDA-donated foods received by the SFA and made available to the FSMC must accrue solely to the benefit of the SFA's nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein.
- B. The SFA shall retain title to all USDA-donated foods even if the FSMC contract is terminated or is not renewed.
- C. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods. Any activities relating to donated foods that the FSMC will be responsible for in accordance with 7 CFR Part 250.50(d) and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR Part 250.
- D. The FSMC shall accept and use USDA-donated foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
- E. In accordance with 7 CFR §250.51(a), the FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods). Such requirements include crediting for the value of donated foods contained in processed end products if the FSMC contract requires it to:
 - 1. The FSMC shall procure commodity-processed end products as an agent of the SFA (SFA must indicate): ☒ **Yes** ☐ **No**
 - 2. The FSMC shall act as an intermediary in passing the donated food value in commodity-processed end products on to the SFA (SFA must indicate): ☒ **Yes** ☐ **No**

If either of the above is **Yes**, the FSMC will ensure compliance with the requirements in Subpart C of 7 CFR §250 and with the provisions of the Department of Human Services (DHS) or SFA

processing agreements and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.

- F. FSMC must subtract from the SFA's monthly bill/invoice the amount that the SFA received that month for the value of commodities. This must be reflected on the invoice, as well as attaching a copy of the form DHS Commodities sends to the SFA monthly to show the amount received. **NOTE: The fixed price should not include, or net out, the value of commodities (USDA Foods).**
- G. In accordance with 7 CFR §250.51(c), the SFA must ensure that, in crediting it for the value of donated foods, the FSMC uses the donated food values determined by DHS in accordance with §250.58(e).
*Negotiation of such values is not permitted.

*Donated food values are determined by the USDA purchase price (cost per pound), which may be an average price for purchases made for the duration of the contract with the food vendor.

- H. In accordance with 7 CFR §250.51(d), the FSMC must use all donated ground beef, donated ground pork, and all processed end products in the SFA's food service and must use all other donated foods, or commercially purchased foods of the same generic identity, of United States origin and of equal or better quality than the donated foods in the SFA's food service (unless the contract specifically stipulates that the donated foods, and not such commercial substitutes, be used).

The SFA will only allow donated foods (not such commercial substitutes) to be used (SFA must indicate): ☒ Yes ☐ No

- I. The FSMC will not itself enter into the processing agreement with the processor required in Subpart C of 7 CFR §250.50. Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in Subpart C of 7 CFR Part 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
- J. The FSMC will comply with the storage and inventory requirements for donated foods. The FSMC must meet the general requirements for the storage and inventory management of donated foods in 7 CFR §250.14(a). In accordance with 7 CFR §250.52(a), the FSMC ☒ may ☐ may not store and inventory donated foods together with foods it has purchased commercially for the SFA's use. If the FSMC is permitted to store and inventory such foods together with other commercially purchased foods, it may only do so to the extent that such a system ensures compliance with the requirements for the use of donated foods in 7 CFR §250.51(d).
- K. Oklahoma State Department of Education (OSDE), DHS, a subdistributing agency, or the SFA, the Comptroller General, USDA, or their duly authorized representatives may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- L. The FSMC and SFA must maintain records of receipt of donated foods and processed end products, of crediting for the value of donated foods, and other records relating to donated foods, in accordance with 7 CFR §250.54.
1. The SFA must maintain the following records relating to the use of donated foods in its contract with the FSMC:
 - a. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.

- b. Documentation that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including in accordance with the requirements in §250.51(a), the value of donated foods contained in processed end products.
 - c. The actual donated food values used in crediting.
- 2. The FSMC must maintain the following records relating to the use of donated foods in its contract with the SFA:
 - a. The donated foods and processed end products received from, or on behalf of, the SFA for use in the SFA's food service.
 - b. Documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR §250.51(a), the value of donated foods contained in processed end products.
 - c. Documentation of its procurement of processed end products on behalf of the SFA, if applicable. (See Item E previously.)
- 3. The SFA must ensure that the FSMC is in compliance with the requirements of 7 CFR §250 through its monitoring of the food service operation, as required in 7 CFR §210, §225, and §226, as applicable. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) using *ACTUAL* information to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in §250.51(a), the value of donated foods contained in processed end products. *Using the Standard rate is not permitted.*
- M. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

V. Health Certifications/Food Safety

- A. The FSMC shall maintain all applicable health certifications on LEA facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.
- B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulation 7 CFR §210.16(a)(7).
- C. The FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.

The FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.

- D. 63 O.S. §1-1118: It shall be unlawful for any person to operate or maintain any establishment, stationary or otherwise, where food or drink is offered for sale, or sold, to the public unless the person is the holder of a food establishment license issued for such purpose by the State Commissioner of Health or designee.

VI. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- B. The SFA shall retain control of the quality, extent, and general nature of the food service, and the price to be charged the children for meals (7 CFR Part 210.16[a][4]).

- C. The FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in the programs indicated in Section I, Item B on **page 11**.
- D. In order for the FSMC to offer à la carte food service, if applicable, the FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children.
- E. The FSMC shall provide meals that meet USDA meal pattern requirements (*see the Appendix*).
- F. As required by the Healthy, Hunger-Free Kids Act, potable water must be made available to students during meal service for free. Per FNS Policy SP-41-2015, school districts may not promote or offer water or other beverages as an alternative selection to the required fluid milk component on the meal service line. Water is not a food component or food item that is required for the reimbursable meal. Offering a choice between water and milk is not permitted. The FSMC shall provide the specified types of service in the schools/sites listed in Attachment A2, which is part of this contract.
- G. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- H. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract. (Refer to 7 CFR 210.16[c][3].)
- I. Provide detailed specifications for each food component or menu item as specified in 7 CFR Part 210, and include these specifications in the solicitation (i.e., RFPs). Specifications must cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time (7 CFR Part 210.16[c] [3]).

VII. Books, Records, and Reports

- A. 7 CFR 210.16(c)(1)—The FSMC shall maintain records supported by invoices, receipts, or other evidence that the SFA will need to support its claim for reimbursement under this part and shall, at a minimum, report claim information to the SFA promptly at the end of each month. Such records shall be made available to the SFA, upon request, and shall be retained in accordance with §210.23(c).
- B. Daily records must be available to support the invoice charges. Breakfast, lunch, and snacks will be listed separately on the invoice. If an itemized invoice is requested by the SFA, but not provided within forty-five (45) days, the SFA has the right to delay payment for non-compliance.
 - The Attachment M, starting on **page 71**, is required to be submitted with the SFA monthly invoice. *The FSMC must use one of the OSDE approved Attachment M.*
- C. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
- D. The FSMC shall provide the SFA with a year-end statement.
- E. The SFA shall conduct an internal audit of food, labor, and other large expense items quarterly as well as performing random audits on smaller expense categories.
- F. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.

- G. Books and records of the FSMC pertaining to the contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors. If audit findings regarding the FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17], 7 CFR §215.)
- H. The FSMC shall not remove federally required records from SFA premises upon contract termination. These records are outlined in the SFA agreement with the State Agency.

VIII. Employees

- A. The SFA must designate if **CURRENT** SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC. This must agree with the information reported on **Worksheets 1-A, 1-C, and 2-A on pages 43, 45-46 and Worksheets 1-B and 2-B pages 44 and 47.**

Employees will be (*check all that apply*):

If both the SFA and FSMC will have employees, select boxes 1 & 2:

1. ☒ **Retained only by the SFA** (*If marked, SFA complete Worksheets 1-A and 2-A on pages 43 & 46*)
(As SFA positions are vacated, the SFA will hire those positions as appropriate).
2. ☒ **Employed only by the FSMC** (*If marked, FSMC complete Worksheets 1-B and 2-B on pages 44 & 47*)
(As FSMC positions are vacated, the FSMC will hire those positions as appropriate). **Both the SFA and FSMC will be responsible for substitutes of their respective positions.**
 - ***The SFA (district) must always employ a Child Nutrition Director.***
3. ☐ **Employed by the FSMC after SFA position(s) are vacated** (*If marked, FSMC complete Worksheet 1-C on page 45*)

Specific details concerning employment must be attached to the RFP for State Agency Approval.

NOTE: If the FSMC hires employees that leave a district or take on SFA employees, the FSMC must consider any future labor/fringe benefit costs and include any of these costs in the initial proposal price. Once the contract is awarded, the only allowable change in the proposal price comes from an annual escalator provision for each renewal year, if applicable, and is based on the CPI for Food Away From Home—All Urban Consumers. Therefore, any change in proposal price for subsequent renewals DO NOT reflect the costs of employee positions rehired by the FSMC.

- B. In order to ensure compliance with 70 O.S. §6-101.48, the FSMC shall conduct a background check on every employee hired to work in the SFA, provided the school has not already conducted a background check on said employee.
- C. Employees working for the FSMC or the SFA may work after-hours for the other entity in situations where:
1. Normal work hours do not overlap
 2. Separate time sheets are maintained for both entities
 3. Separate funds are used to cover salaries

Districts must ensure that employees are not compensated by both the district and the FSMC for the same duties/time. **District policies governing outside employment and conflicts of interest should be developed and considered.**

- D. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on **Worksheets 1-B and 2-B on pages 44 and 47**. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operations.
- E. The SFA shall have final approval regarding the hiring of the FSMC's site manager.
- F. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the site manager. The FSMC shall also be responsible for the hiring and termination of nonmanagement staff who are employees of the FSMC.
- G. The FSMC shall provide Worker's Compensation coverage for its employees.
- H. The FSMC shall instruct its employees to abide by the policies, rules and regulations with respect to use of the SFA's premises as established by the SFA and which are furnished in writing to the FSMC.
- I. The FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA. Fringe benefits, as well as the basis for any salary increases, must be specified in the proposal and approved by the SFA in order for these to be allowable costs. Salary increases must be based on the same criteria as that for management fee increases.
- J. Staffing patterns, except for the site manager, shall be mutually agreed upon. The FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
- K. The SFA shall provide sanitary toilet and handwashing facilities for the employees of the FSMC.
- L. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws.
- M. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- N. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- O. No firm, corporation, or individual shall blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee, mechanic, or laborer, discarded from or voluntarily leaving the service of such company, corporation, or individual, with intent and for the purpose of preventing such employee, mechanic, or laborer from engaging in or securing similar or other employment from any other corporation, company, or individual. (Reference State Law §40-172.)
- P. Regarding the FSMC staff positions designed on Worksheet 1-B on **page 44**, the FSMC shall not use or assign personnel occupying these positions for the benefit of any other entity; i.e., consulting, training, or out-of-district unless the SFA ☐ **approves** ☐ **does not approve** (to be completed by the SFA). The FSMC shall not use or assign personnel on the SFA payroll for the benefit of any other entity or out-of-district.

- Q. The SFA Child Nutrition Director, State Agency personnel, and USDA representatives must have access to any kitchen facility, cafeteria, warehouse, or office used for the purposes of the Child Nutrition Programs.

R. Professional Standards

The SFA must ensure that both SFA and FSMC employees meet the professional standards related to both hiring and training, as defined in 7 CFR § 210.30(b).

- ☒ FSMC Managers and Directors will be required to maintain all continuing education/training standards, including specific topics as listed in 7 CFR § 210.30(c)(d)(e) and set out in SP 05-2020.

This is not optional. This box must be checked.

- ☒ SFAs will require FSMC Managers and Directors to be held to the professional hiring standards set out in 7 CFR § 210.30(b). If FSMC employees have Director and Manager duties, FNS requires certain standards are met as set out in SP 05-2020. **This is not optional. This box must be checked.**

Professional Standards for Local School Nutrition Personnel (7 CFR 210.30) SP-05-2020

Local school nutrition personnel in the National School Lunch and School Breakfast Programs must possess the knowledge and skills to manage and operate the programs correctly and successfully. School nutrition personnel must meet the minimum professional standards found in the USDA Professional Standards For a Child Nutrition Director to be paid from child nutrition funds, the person employed must meet USDA Professional standards.

In some cases, both the SFA and the FSMC staff person must meet the hiring standards, depending on the duties of these individuals. With regard to training, both the SFA and the FSMC staff person would be responsible for meeting the training standards for program directors because they share director responsibilities. SP 05-2020.

Training standards apply to contract employees who are involved in the management or operation of the school nutrition programs, as well as the SFA-employed Child Nutrition Director, regardless of the contract duration. The SFA must request documentation from the FSMC to show compliance with the annual training standards. SFA employees must document initial certification and annual professional development.

Training standards do not apply to a vended meal provider, or any other commercial entity off-site from the school food service that provides pre-plated meals. However, the SFA Child Nutrition Director must ensure that vendors providing meals for the school nutrition programs have the knowledge and skills to supply safe and nutritious meals that meet the meal patterns and dietary specifications as set out in 7 C.F.R. § 210.10 and 7 C.F.R. § 220.8, and 7 C.F.R. § 226.20.

*Each SFA **must have a SFA-employed Child Nutrition Director**, in addition to any employee of the FSMC who may have the same title.*

IX. Monitoring

- A. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service operation is in conformance with the SFA's agreement to operate the program in accordance with USDA program regulations. (Reference 7 CFR §210.16.) Further, if there is more than one school site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR §210.8 in addition to the on- site review. The SFA/FSMC monitoring form must be completed by the SFA annually (**Attachment N**).

- B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, the State Agency, and the SFA upon request for the purpose of auditing, examination, and review.
- C. The SFA, as an SFSP sponsor, if applicable, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

X. Use of Advisory Group/Menus

- A. The SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR §210.16[a][8].)
- B. The FSMC must comply with the 21-day menu cycle and specifications (Attachment B) developed by the SFA for the NSLP (Attachment C). The FSMC must also comply with the menu cycle as specified by the SFA for the SBP (Attachment D) and/or ASSP (Attachment E) and include them in the RFP. Any changes made by the FSMC after the first initial menu cycle for the NSLP, SBP, and/or ASSP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16[b][1].)
- C. In accordance with federal regulations and FNS Instruction 783-2, the FSMC shall make substitutions in reimbursable meals as specified by a state-recognized medical authority who is authorized by Oklahoma state law to write medical prescriptions; i.e., licensed physician (MD or DO), a physician's assistant (PA) or an advanced registered nurse practitioner (ARNP), or a registered dietician (RD), for individual participating children unable, because of a disability, to consume specified foods. The SFA shall notify the FSMC of any such special dietary needs.

XI. Use of Facilities, Inventory, Equipment, and Storage

- A. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA may request of the FSMC additional food service programs as long as any additional food service is not substantive change to the contract. The SFA or requesting organization will be billed for the actual cost of food supplies, labor, and the FSMC's overhead and administrative expenses, if applicable, to provide such service. USDA commodities shall not be used for these special functions unless the SFA's students are the primary beneficiaries. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CNP. (Reference Section I, Item B on **page 11**.) ***NOTE: Any additional food service programs requested that involve a substantive change to the contract must be competitively procured, separate from this contract.***
- C. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including (but not limited to) silverware, trays, chinaware, glassware, and/or kitchen utensils.
- D. The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
- E. The SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment, except when damages result from the use of less than reasonable care by the employees of the FSMC.
- F. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA-donated foods in conformance with the SFA's agreement with the State Agency.

- G. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
- H. The SFA shall provide the FSMC with local telephone service.
- I. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
- J. The SFA shall be responsible for any losses, including USDA-donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- K. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- L. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- M. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten days of its placement on SFA premises.
- N. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- O. The FSMC shall not use the SFA's facilities or personnel to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- P. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
- Q. The FSMC shall surrender to the SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear excepted.

XII. Purchases—SFA must indicate one of three options:

- A. ☐ The FSMC will only provide management services. The SFA make all purchases for CNP.
- B. ☐ The FSMC will provide the management services **and** *Excess Umbrella Liability found on Item D under Section XXII on page 27*. The SFA makes all purchases for CNP.
- C. ☒ **Fixed-Priced:** The FSMC will make all purchases for CNP and the beginning inventory, exclusive of commodities, from the SFA. Inventory that is descriptive by item case count and price must be maintained, along with supporting documentation.

Include the following provisions:

- SFAs are required to purchase, the maximum extent practicable, domestic commodities or products specified in 7 CFR Part 210.21(d)(2)(i).
- Definition of domestic commodity or product (i) an agricultural commodity that is produced in the United States and (ii) a food product that is processed in the United States using agricultural commodities that are produced in the United States. (7 CFR Part 210.21[d][1])
- When purchasing food products with federal funds, whenever possible, the recipient agencies shall purchase only food products that are produced in the United States. (7 CFR Part 250.23[a])

D. The SFA reserves the right to receive additional grant money to purchase items for the Child Nutrition D. programs with appropriate crediting procedures applied by the FSMC for food provided to the SFA.

E. Geographical Preference

The SFA may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. The SFA has the discretion to determine the local area to which the geographic preference option will be applied.

The FSMC is encouraged to participate and facilitate involvement and participation in the Oklahoma Farm to School Program, connecting schools (K-12) with Oklahoma local farms in order to serve healthy meals using locally produced foods and participate in relevant state education and marketing initiatives that support farm to school.

F. Buy American (SP-23-2024)

1. The FSMC shall purchase domestic substantially using agricultural commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically.
2. Ninety percent (90%) of the food purchased must be grown domestically.
3. The FSMC shall certify the percentage of exempt food items supplied to the SFA by using the USDA Buy American tracker for all non-domestic foods served. The tracker must be sent to the district a minimum of once a year and upon request to show compliance.
4. The FSMC must document if an exempt product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or 2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
 - a. Items listed on the Federal Acquisitions Regulations Nonavailable articles/Oklahoma Buy American Exemption list must be counted toward the cap on non-domestic purchases when it goes into effect.
5. Any food purchased or paid using the school food service account, must follow Buy American. This includes CACFP and SFSP meals.
6. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

XIII. Sanitation

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated in Attachment G.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The SFA shall clean ducts and hoods above the filter line.
- F. The SFA shall provide extermination services as needed.
- G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

XIV. Licenses, Fees, and Taxes

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
- B. The FSMC shall purchase, obtain, and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

XV. Nondiscrimination

Both the SFA and the FSMC agree that no child who participates in the NSLP, SBP, SMP, CACFP, SSP, or SFSP will be discriminated against on-the-basis of race, color, national origin, age, sex (including gender identity and sexual orientation), or disability.

XVI. Emergency Closing

- A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

XVII. Terms and Termination

- A. The SFA or the FSMC may terminate the contract for cause by giving 60 days written notice.
- B. At any time, because of circumstances beyond the control of the SFA as well as the FSMC, the FSMC or the SFA may terminate the contract by giving 60 calendar days written notice to the other party. (The SFA must determine the number of days. The maximum number of days must not exceed 60, per 7 CFR 210.16[d].) Notify OSDE immediately if contract is terminated by either party.
- C. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.

XVIII. Nonperformance by FSMC

- A. The FSMC is required to provide a Performance Bond in the amount of \$ 10%contract (enter the dollar amount of coverage or percentage of the total proposal price) as a guarantee of performance of all terms outlined under this contract. The amount/percentage should not be unreasonable in that it would prevent free and open competition. The Performance Bond provides the SFA recourse in the event that contractual obligations are not satisfactorily performed. See Section XXVI, Letter D, on **page 30**.
- B. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

- C. The FSMC shall pay the SFA the full amount of any meal overclaims which are attributable to the FSMC's negligence, including those overclaims based on review or audit findings that occurred during the effective dates of original and renewal contracts.
- D. In the event either party commits a material breach, the nonbreaching party may terminate this agreement for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the nonbreaching party may elect to continue this agreement.

Notwithstanding the breaching provision above, the SFA may terminate this contract for breach/neglect as determined by the SFA with written notification to the FSMC when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SFA. The SFA is the responsible authority without recourse to FNS or the State Agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

XX. Certification and **Contract Provisions 2 CFR 200 Appendix II**

- A. The FSMC has signed the *Certification of Independent Price Determination*, Attachment H, which was attached as an addendum to the FSMC's proposal and which is incorporated herein by reference and made a part of this contract.
- B. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

To ensure that an SFA does not enter into a contract with a debarred or suspended FSMC, each SFA must obtain satisfaction that an FSMC is neither excluded nor disqualified before doing business with the FSMC. The uniform federal suspension/debarment certification has been established, and the collection of paper certifications is no longer mandatory. An SFA may meet the requirements by either of the two methods listed below (SFA must check one):

- ☐ Checking the Excluded Parties List System. This is available on the Internet at <https://SAM.gov>
- ☒ Collecting a certification that the FSMC is neither excluded nor disqualified. (See Attachment I.)

- C. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- D. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement.
- E. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part](#),

[1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- F. Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

XXI. Miscellaneous

- A. The FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract.
- B. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- D. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies) and workmanship of a quality that would normally be specified by the SFA are to be used.
- E. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and specifications.
- F. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- G. This contract is subject to review and approval by the State Agency.
- H. By submitting a proposal, the offerer covenants and agrees that it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations and that it will not make any claim for, or have right to cancellation or relief from, the contract because of any misunderstandings or lack of information.

XXII. Insurance

- A. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Oklahoma. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award. This must be completed by the SFA. Comprehensive General Liability—includes coverage for:
1. Premises—Operations
 2. Products—Completed Operations
 3. Contractual Insurance
 4. Broad Form Property Damage
 5. Independent Contractors
 6. Personal Injury
- \$ 2,000,000 Combined Single Limit
- B. Automobile Liability: \$ 1,000,000 Combined Single Limit
- C. Workers' Compensation—Statutory: Employer's Liability—\$ 1,000,000
- D. Excess Umbrella Liability: \$ 2,000,000 Combined Single Unit
- E. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Worker's Compensation, and Excess Umbrella.
- F. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

XXIII. Optional Requirements to Be Included—To be completed by the SFA

A. Investments (SFA must indicate)

The FSMC ☐ may ☒ may not (SFA must indicate) purchase nonexpendable equipment (any item costing \$10,000 or more) for the food service program in an amount not to exceed \$. The FSMC shall be subject to the same procurement requirements to which the District is subject in any procurement action and may not serve as a vendor when procuring on behalf of the school food service. Contracts should provide the SFA with final, **PRIOR** approval authority for the purchase of equipment that is used in the storage, preparation, and delivery of school meals. Contracts should establish an amortization schedule, if appropriate. Whether or not an amortization schedule is used, title to the property must be vested with the SFA when the equipment is placed in service. Clauses that require the full repayment of unamortized costs incurred by the FSMC when the contract is terminated or not renewed are not permitted. Approval by the State Agency for equipment purchases of \$10,000 or more is required unless the item is on the OSDE Equipment Pre-Approval list.

If the contract expires or is terminated before the complete repayment of the investment, the District shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this contract, either (SFA must indicate):

1. ☐ The SFA can retain the property and continue to make payments in accordance with the amortization schedule.
- OR**
2. ☐ Return the property to the FSMC in full release of the unpaid balance. (Reference: FSMC Guidance)

- B. Except as otherwise expressly provided in this contract, the FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss, and expense, including reasonable collection expenses, attorneys' fees, and court costs that may arise because of the sole negligence, misconduct, or other fault of the FSMC, its agents, or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the SFA, its employees, or agents. This clause shall survive termination of the Agreement.
- C. **Limitation on Nonperformance for Deficit Operations (Guarantee).** The District and the FSMC shall work together to ensure a financially sound operation. If food service operations result in a deficit during the initial contract school year, the FSMC shall reimburse the District for the deficit. All FSMC assumptions used in calculating financial projections shall be clearly defined in the financial section of each proposal. Factors not clearly defined shall be the sole responsibility of the FSMC. If the contract is renewed, this condition shall apply to subsequent years. FSMCs cannot recover any deficits in subsequent years if the contract is renewed.
- D. **Assumptions.** Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.
- The District policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
 - Average daily attendance (ADA) for the initial contract year beginning July 1 shall equal or exceed prior year's ADA.
 - Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain material consistent throughout the year.
 - Usable commodities, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA for the contract year will continue to be available.
 - The government reimbursement rates in effect shall remain materially consistent throughout the year.
 - Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent with prior years.
 - Service hours, service requirements, and type or number of facilities selling food and/or beverages on District's premises shall remain materially consistent throughout the year.
 - The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
 - District revenue credited to the food service program shall include all state and federal amounts received specifically for child nutrition operations.
 - The projected number of full feeding days in: Year One: 166 (may not be a full year), Year Two: 166, Year Three: 166, Year Four: 166, Year Five: 166.
1. The term ***materially consistent*** shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operation. SDE will define material change as anything that would change the contract more than \$150,000. Any change over \$150,000 must be rebid.
 2. If the SFA determines that substantial or material changes are necessary, the SFA must rebid the contract. A material change is a substantial change that, had other bidders known of the change at the time they submitted their responses, it would have caused them to bid differently. Examples may include the addition of a program such as Afterschool Snack Program, or a major shift in responsibilities for the SFA/FSMC staff.

The following changes would typically not constitute a material change:

- **Number of schools** - new schools added, unless the result of annexation or consolidation
- **Changes in enrollment** - decrease and increase in student enrollment and the corresponding change expected in participation, unless the result of annexation or consolidation
- **Changes in meal prices charged to students by SFA** - meal price changes (determined by the SFA)
- **Cost increases** - cost increases limited to a measurable index (Consumer Price Index for all Urban Consumers – Food Away from Home).

XXIV. Trade Secrets and Proprietary Information

- A. During the term of the Agreement, the FSMC may grant to the District a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (*trade secrets*). The District shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The District shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Agreement. The District shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, or methods. Without limiting the foregoing and except for software provided by the District, the District specifically agrees that all software associated with the operation of the food service, including, without limitation, menu systems, food production systems, accounting systems, and other software, is owned by or licensed to the FSMC and not the District. Furthermore, the District's access or use of such software shall not create any right, title interest, or copyright in such software, and the District shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The District's obligations under this section are subject to its obligations under the Oklahoma Open Records Act. This provision shall survive termination of the Agreement.
- B. **Rights to Inventions Made Under a Contract** or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2\(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- C. Codes of Conduct (2 CFR §200.318[c][1])

The nonfederal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the nonfederal entity (SFA) may neither solicit nor accept gratuities, favors, or anything of monetary value from

contractors or parties to subcontracts. However, nonfederal entities (SFAs) may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. This must be stated in the SFA's Code of Conduct and Procurement Plan. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the nonfederal entity (SFA).

XXVI. SFSP—Additional Requirements, fill this section out if applicable (SFA must check mark this section if not applicable or not participating at this time but may in the future)

☐

Section Not Applicable – We Do Not Plan to Participate in SFSP *(Skip to page 32)*

☐

Section Not Applicable – We May Participate in the Future *(Skip to page 32)*

- A. A maximum of two meals can be claimed per day on SFSP.
- B. The SFA shall be responsible for determining the eligibility of all SFSP sites.
- C. Each food service management company which submits a bid exceeding the simplified acquisition threshold of \$350,000 shall obtain a bid bond in an amount not less than 5 percent nor more than 10 percent, as determined by the sponsor, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid. (Reference 7 CFR 225.15(m)(5))
- D. Each food service management company which enters into a food service contract exceeding the small purchase threshold of \$350,000 with a sponsor shall obtain a performance bond in an amount not less than 10 percent nor more than 25 percent of the value of the contract for which the bid is made, as determined by the State agency. Any food service management company which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds the simplified acquisition threshold in 2 CFR part 200, as applicable. Sponsors shall require the food service management company to furnish a copy of the performance bond within ten days of the awarding of the contract. (Reference 7 CFR 225.15(m)(6))
- E. FSMCs shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of Treasury Circular 570. No sponsor or State Agency shall allow FSMCs to post any **ALTERNATIVE** forms of bid or performance bonds, including but not limited to, cash, certified checks, letters of credit, or escrow accounts. (Reference 7 CFR 225.15(m)(7))
- F. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
- G. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
- H. The FSMC must comply with the 5-day menu cycle developed by the SFA for the SFSP (Attachment F) and include it in the RFP. The SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The SFA shall inform the State Agency of menu changes for the SFSP.
- I. Meals shall be delivered according to the following delivery schedule:
 1. Delivery shall be made with the contractor to the facility(ies) in accordance with the order from each facility.

- 2. Meals shall be delivered daily, unloaded, and placed in the facility by the contractor’s personnel at the location and time listed in Schedule A.
- 3. Adequate refrigeration or heating shall be provided during delivery of all good to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
- 4. Meals will be delivered/picked up/served at the time(s) indicated. (Check the applicable meal[s] and indicate time of service.) *Select up to two meal services. Both lunch and supper cannot be selected.*

	Delivered/Picked Up	Served
☒ Breakfast	☒ a.m.	☒ a.m.
☒ A.M. Supplement	☒ a.m.	☒ a.m.
☒ Lunch	☒ a.m./p.m.	☒ a.m./p.m.
☒ P.M. Supplement	☒ p.m.	☒ p.m.
☒ Supper	☒ p.m.	☒ p.m.

- 5. Meals will be furnished in the following manner:
 - ☒ Meals will be available for pick up by facility personnel.
 - ☒ Meals will be delivered to the facility by FSMC personnel.
 - ☒ Food will be portioned in bulk containers.
 - ☐ FSMC will provide portioning utensils.
 - ☐ FSMC will not provide portioning utensils.
 - ☒ Food will be portioned in individual serving containers.
- 6. The offerer shall be responsible for the delivery of all meals and dairy products at the specified time. The offerer must provide exactly the number of meals ordered. Counts of meals will be made at the facility before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

☒ **Sent in a Revenue & Expenditure Analysis Report and Expenditure/Revenue** Page 1 of 1
Summary page for program code 700, and October 2025 claim *OR*

☐ Filled out Pages 32-40

**PROJECTED OPERATIONS—REVENUE
FOR PROGRAMS AND SITES TO BE CONTRACTED
NATIONAL SCHOOL LUNCH PROGRAM (NSLP)/SCHOOL BREAKFAST PROGRAM
(SBP)/SPECIAL MILK PROGRAM (SMP) ONLY
(To be completed by School Food Authority [SFA])**

Data shown is based on the most recent full-service year:
School Year

National School Lunch Program—

	Meals	X	Price Charged	=	Total
Elementary Full-Price	#	X		=	\$
Secondary Full-Price	#	X		=	\$
Reduced-Price	#	X		=	\$
Adult	#	X		=	\$
Contract	#	X		=	\$
Subtotal Lunches:	#	X		=	\$

After-School/Snack—NSLP—

	Meals		Price Charged		Total
Full-Price	#	X		=	\$
Reduced-Price	#	X		=	\$
Adult	#	X		=	\$
Contract	#	X		=	\$
Subtotal Snacks:	#	X		=	\$

School Breakfast Program—

	Meals	X	Price Charged	=	Total
Elementary Full-Price	#	X		=	\$
Secondary Full-Price	#	X		=	\$
Reduced-Price	#	X		=	\$
Adult	#	X		=	\$
Contract	#	X		=	\$
Subtotal Breakfasts:	#	X		=	\$

Special Milk Program—

	Meals	X	Price Charged	=	Total
Special Milk, if applicable	#	X		=	\$
Special Function (Catering)	#	X		=	\$
À la Carte Total Revenue (include à la carte sales to adults and students), if applicable					\$
Concession Revenue, if applicable					\$
Vending Machine Sales Total Revenue					\$
TOTAL <i>IN-SCHOOL</i> REVENUE (NSLP/SBP/SMP Only)					\$

TOTAL <i>IN-SCHOOL</i> REVENUE (NSLP/SBP/SMP Only)	\$
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FEDERAL REIMBURSEMENT (NSLP/SBP/SMP/ASSP Only)

Data shown is based on the most recent full-service school year: School Year

	Meals	X	Rate (Include Additional \$.09 Incentive)	=	Total	Totals
Lunches:						
Free	#	X		=	\$	
Reduced-Price	#	X		=	\$	
Full-Price	#	X		=	\$	\$ <u> </u> Total Lunch
After-School Snack Program:						
Free	#	X		=	\$	
Reduced-Price	#	X		=	\$	
Full-Price	#	X		=	\$	\$ <u> </u> Total Snacks
Breakfasts:						
Free	#	X		=	\$	
Free, Severe Need	#	X		=	\$	
Reduced-Price	#	X		=	\$	
Reduced-Price, Severe Need	#	X		=	\$	
Full-Price	#	X		=	\$	\$ <u> </u> Total Breakfast
Special Milk, if applicable:						
Full-Price	#	X		=	\$	
Free	#	X		=	\$	\$ Total Milk

STATE REIMBURSEMENT

Data shown is based on the most recent full-service year: School Year

	Meals	X	Price	=	Total
State Match	#	X		=	\$
State Program, if applicable	#	X		=	\$

STATE REIMBURSEMENT = \$

TOTAL IN-SCHOOL REVENUE	=	\$
TOTAL FEDERAL REIMBURSEMENT	=	\$
TOTAL STATE REIMBURSEMENT	=	\$
INTEREST INCOME	=	\$
TOTAL REVENUE (NSLP/SBP/SMP/ASSP ONLY)	=	\$

**PROJECTED OPERATIONS—EXPENDITURES
FOR PROGRAMS AND SITES TO BE
CONTRACTED
(NSLP/SBP/SMP ONLY)
(To Be Completed by SFA)**

Data shown is based on the most recent full-service year:

School Year

Food and Milk					
Enter the costs of food and milk purchased and received. Include the Commodity Distribution Assessment Fee.					\$
Commodity Value					\$
Bonus Commodity Value					\$
Direct Labor and Benefits					
Enter the gross amount paid for salaries to food service workers. Include employee benefits such as health insurance, retirement funds, and matching social security. Include any FSMC fees and expenses.					\$
Other Direct					
Enter the cost for nonfood items such as paper goods, supplies, equipment repairs (less than \$5,000 per repair), equipment, rental, and extermination.					\$
Expendable Equipment					
Enter the cost of each piece of equipment with an acquisition cost less than \$5,000.					\$
Nonexpendable Equipment					
Enter the depreciated amount of each piece of equipment with an acquisition cost of \$5,000 or more.					\$
Nonreimbursable Expenses					
Enter all expenditures that are not an allowable cost for reimbursement purposes (i.e., bank charge of bounced checks, lost commodities)					\$
À la Carte Sales (If not included above)					
Enter total expenditures related to à la carte sales (i.e., food, labor, supplies).					\$
Special Functions (Catering)					
Enter total expenditures related to special functions (i.e., food, labor, supplies, equipment repair)					\$
Vended Meals (Contract Meals) (If not included above)					
Enter total expenditures related to the preparation and delivery of contract meals (i.e., food, labor, supplies)					\$
Vending Machines					
Enter total expenditures related to concession sales (i.e., food, labor, supplies, equipment repair)					\$
Concession Sales					
Enter total expenditures related to concession sales (i.e., food, labor, supplies, equipment repair)					\$
Subtotal Expenditures					\$
Less Commodity Usage		X		=	()
	NSLP Lunches Only		Current Commodity Rate, including Bonus Commodities (See page 13)		
Less Rebates, Discounts, Commissions, if applicable					= ()
TOTAL EXPENDITURES					\$
SUMMARY					
Total Revenue					\$
Total Expenditures					\$
Profit or (Loss)					\$

**PROJECTED OPERATIONS—EXPENDITURES FOR PROGRAMS
AND SITES TO BE CONTRACTED**
Complete Breakdown and Itemized Details to the Following:
(To Be Completed by FSMC – SEE PAGE 8 #9 a-e: Top of the page)

Food and Supplies Enter the costs of food and milk	\$
Enter the costs for supplies and materials	\$
Payroll and Benefits (Must be indicated on 1-B & 2-B or 1-C & 2-B) Enter the gross amount paid for salaries to food service workers. Include employee benefits such as health insurance, retirement funds, and matching social security.	\$
Other Direct Enter the cost for nonfood items such as paper goods, supplies, equipment repairs (less than \$5,000 per repair), equipment, rental, and extermination.	\$
Indirect/Overhead/Central Support Expenses 2-B .	\$
On-Site FSMC Staff Expenses	\$
Nonreimbursable Expenses Enter all expenditures that are not an allowable cost for reimbursement purposes (i.e., bank charge of bounced checks, lost commodities)	\$
Training Expenses Enter total expenditures related to training functions	\$
On-site program expenses/Marketing Including consumable proprietary materials such as posters, etc.	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL EXPENDITURES	\$

REVENUE/EXPENDITURES FOR SUMMER FOOD SERVICE PROGRAM (SFSP) (To Be Completed by SFA)

Data shown is based on the most recent full-service year: School Year

REVENUES (FEDERAL REIMBURSEMENT)—

	MEALS	X	RATE	=	TOTAL	
Operating						
Breakfast	#	X		=	\$	
Lunch/Supper	#	X		=	\$	
Snack	#	X		=	\$	
Administrative Cost						
Breakfast	#	X		=	\$	
Lunch/Supper	#	X		=	\$	
Snack	#	X		=	\$	
TOTAL REVENUE (SFSP)						\$

EXPENDITURES—

Operating:

Cost of Food and Milk	\$
Food Service Labor, Payroll Taxes, and Benefits	
Nonfood Supplies	
Utilities	
Rental of Facility	
Rental of Equipment	
Use Allowance of Equipment	
Transportation of Children/Meals (Rural Sponsors Only)	
Other (Specify)	
TOTAL OPERATING	\$

Administrative:

Administrative Salaries	\$
Payroll Taxes and Benefits	
Office (Maintenance, Rental, Supplies)	
Utilities	
Mileage (Administrative Purposes Only)	
Audit/Legal Fees	
Communications (Telephone, Postage, Outreach)	
Publication Fee	
Other (Specify)	
TOTAL ADMINISTRATIVE	
TOTAL EXPENDITURES (SFSP)	\$

Summary:

Total Revenue	\$
Total Expenditures	\$
Profit or (Loss)	\$

REVENUE/EXPENDITURES FOR SEAMLESS SUMMER OPTION (SS0)
(To Be Completed by SFA)

Data shown is based on the most recent full-service year: School Year

REVENUES (FEDERAL REIMBURSEMENT)—					
	Meals	X	Rate	=	Total
Breakfast		X		=	\$
Severe Need Breakfast		X		=	\$
Lunch/Supper		X		=	\$
Snack		X		=	\$
Total Revenue (SSP)					\$

EXPENDITURES—	
Cost of Food and	
Milk SSP Food-	
Related Supplies	
Food Service Labor and	
Benefits Administrative Labor and Benefits	
Administrative Costs	
Other (Specify) _____	
Total Expenditures (SSP)	
	\$

SUMMARY:	
Total Revenue	\$
Total Expenditures	\$
Profit or (Loss)	\$

FRESH FRUIT/VEGETABLE PROGRAM (FFVP)

(To Be Completed by FSMC)

- Yes No
- ☐ ☐ The FSMC has been completely apprised of all FFVP policies and rules to guarantee the program is operated in compliance with FNS standards.
- ☐ ☐ The FSMC is submitting an FFVP menu cycle based on FNS guidance.

(To Be Completed by SFA)

The SFA will be responsible for:

- ☐ Planning ☐ Delivery
- ☐ Purchasing ☐ Nutrition Education
- ☐ Preparation

The FSMC will be responsible for:

- ☐ Planning ☐ Delivery
- ☐ Purchasing ☐ Nutrition Education
- ☐ Preparation

The SFA shall:

- Regularly monitor FSMC operations to ensure compliance with relevant FFVP requirements and all provisions of the contract.
- Require the FSMC to document and track FFVP expenses separately and make this documentation easily accessible for the SFA to review.

REVENUE/EXPENDITURES FOR CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
(To Be Completed by SFA)

Data shown is based on the most recent full-service year: School Year

REVENUES (FEDERAL REIMBURSEMENT)—					
	Meals	X	Free Rate	=	Total
Breakfast	#	X		=	\$
Lunch/Supper	#	X		=	\$
Snack	#	X		=	\$
At-Risk Snack	#	X		=	\$
TOTAL FEDERAL REIMBURSEMENT					\$

EXPENDITURES—	
Cost of Food and Milk	
CACFP Food-Related Supplies	
Food Service Labor and Benefits	
Administrative Labor	
Benefits Administrative Costs	
Other (Specify)	
Total Expenditures (CACFP)	\$

SUMMARY:	
Total Revenue	\$
Total Expenditures	\$
Profit or (Loss)	\$

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SFA Specifications on Average Daily Participation for Lunch Worksheet 3

SFA Specifications on Average Daily Participation for Breakfast Worksheet 4

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SFA Specifications on Average Daily Participation for Summer Food Service Program . Worksheet 6

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SFA Site/Building Listing of Service to Be Provided..... Attachment A-2

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Food Service Management Company Monthly Lunch Equivalency Worksheet Attachment M

LABOR WORKSHEET

(To be completed by the SFA for SFA employees.) List pay rates for school year 2026- - 2027

SITE OR SCHOOL	EMPLOYEE	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)
KIPP Tulsa Public Charter Schools	Mayra Burke	Child Nutrition Director	37	9	226	75055
TOTAL LABOR						\$ 75055
Retirement						\$ 6700
Substitute Pay						\$ 0

LABOR WORKSHEET

(To be completed by the FSMC for FSMC employees.) Pay rates for school year 2026- 2027

SITE OR SCHOOL	EMPLOYEE	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)
TOTAL LABOR						\$
Substitute Pay						\$

Worksheet 1-C

LABOR WORKSHEET

(To be completed by the FSMC for SFA employees)

[illegible]

(To be completed by the SFA for SFA employees.) **List annual cost for school year** 2026- 2027

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(To be completed by the FSMC for FSMC employees.) **List annual cost for school year** 2026- - 2027

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(To be completed by the SFA)

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SFA SPECIFICATION WORKSHEET ON AVERAGE DAILY PARTICIPATION (ADP) BREAKFAST PROGRAM

(To be completed by SFA)

SITE OR SCHOOL	ENROLLMENT	REIMBURSABLE MEALS Based on ADP (Total meals by category served in the previous year divided by total operating days for the year)			SELLING PRICE (\$)		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSEABLE BREAKFASTS (i.e., milk, adult, a la carte, catering, vending machine, and concessions [if application]) ¹
		FULL-PRICE	FREE	REDUCED-PRICE	STUDENT	ADULT	# of BREAK-FASTS	RATE	
KIPP Tulsa College Preparatory	343	0	2196	0	0	2.25			\$
KIPP Tulsa University Prep	231	0	1370	0	0	2.25			\$
									\$
									\$
									\$
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									\$
TOTAL			3566						\$

Worksheet 5

SFA SPECIFICATION WORKSHEET ON AVERAGE DAILY PARTICIPATION (ADP)

AFTER-SCHOOL SNACK PROGRAM (ASSP/NSLP)

(To be completed by SFA)

[illegible]

(To be completed by SFA)

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WORKSHEET 8

FSMC PROPOSED SALES PRICE LIST*

LUNCH		BREAKFAST	
Elementary School		Elementary School	
Paid	\$	Paid	\$
Reduced-Price	\$	Reduced-Price	\$
Adults—District	\$	Adults	\$
Adults—Other	\$		
Milk	\$		
Middle School		Middle School	
Paid	\$	Paid	\$
Reduced-Price	\$	Reduced-Price	\$
Adults—District	\$	Adults	\$
Adults—Other	\$		
Milk	\$		
High School		High School	
Paid	\$	Paid	\$
Reduced-Price	\$	Reduced-Price	\$
Adults—District	\$	Adults—District	\$
Adults—Other	\$	Adults—Other	\$
Milk	\$		
		SNACK	
		Student	\$
		Adult	\$

**NOTE: The SFA must set all prices for all meals. (Reference §210.16)*

[illegible]

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SFA SITE/BUILDING LISTING—SERVICES TO BE PROVIDED(To be completed by the SFA. **Must Match Page 11**)

SITE OR SCHOOL NAME	BREAKFAST					LUNCH					SALAD BAR	AFTER SCHOOL SNACK	FFVP	SMP	SFSP	SSO	CACFP	VENDING MACHINES	CONCESSION	CATERING SPECIAL EVENT MEALS
	MEAL ¹	OFFER VS SERVE	À LA CARTE	CONTRACT MEALS	ADULT MEALS	MEAL ¹	OFFER VS SERVE	À LA CARTE	CONTRACT MEALS	ADULT MEALS				PRE-K AND/OR SPLIT KINDERGARTEN						
KIPP Tulsa College Preparatory	☒	☒	☒	☐	☒	☒	☒	☒	☐	☒	☐	☒	☐	☐	☒	☐	☒	☐	☐	☒
KIPP Tulsa University Prep	☒	☒	☒	☐	☒	☒	☒	☒	☐	☒	☒	☒	☐	☐	☒	☐	☒	☐	☐	☒
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¹A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal.

Attachment B**MINIMUM FOOD SPECIFICATIONS**

Meat/Seafood—All meats, meat products, poultry, poultry products, and fish must be government-inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade, frozen fish—must be a nationally distributed brand, packed under continuous inspection of the USDA.

Dairy Products—All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled.
- Frozen eggs, USDA-inspected.
- Milk, pasteurized Grade A.

Fruits and Vegetables—

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—US. Grade A Fancy
- Canned fruits and vegetables selected to requirements—U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products—

- Bread, rolls, cookies, pies, cakes, and puddings, either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable.

Staple Groceries—

- Staple groceries to be a quality level commensurate with previously listed standards.

Attachment C

MENU CYCLE FOR LUNCH

Attach a sample 21-day cycle lunch menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year. If a salad bar is offered, list all items on the salad bar on a separate piece of paper.



LUNCH

BBQ Chicken Drumstick Whole Grain Roll Black beans Mashed Sweet Potatoes Green Beans Apple Slices Pizza: Pepperoni Pizza, Cheese Pizza	Turkey & Cheese Wrap (WG Tortilla) Baked Beans Romaine Lettuce & Tomato Carrot Sticks w/ Ranch Pineapple Tidbits Pizza: Pepperoni Pizza, Cheese Pizza	Whole Grain Spaghetti w/ Meat Sauce Baked beans Roasted Broccoli Side Salad w/ Italian Dressing Banana Pizza: Pepperoni Pizza, Cheese Pizza	Grilled Chicken Sandwich on Whole Grain Bun Garbanzo beans Lettuce & Tomato Baked Sweet Potato Fries Sliced Peaches Pizza: Pepperoni Pizza, Cheese Pizza	Grill: Italian Meatball Garbanzo beans Sub(Whole grain bread) baked potato wedges Cucumber Slices Strawberries Pizza: Pepperoni Pizza, Cheese Pizza
Beef Tacos on Whole Grain Tortilla Shredded Lettuce & Tomato Black Beans Mixed Berry Cup Pizza: Pepperoni Pizza, Cheese Pizza	Baked Chicken Nuggets (Whole Grain) Brown Rice Steamed Carrots Orange Wedges Pizza: Pepperoni Pizza, Cheese Pizza	Turkey Meatloaf Mashed Potatoes w/ Gravy Green Beans Whole Wheat Roll Grapes Pizza: Pepperoni Pizza, Cheese Pizza	Whole Grain Mac & Cheese Roasted Broccoli Side Salad w/ Ranch Pineapple Chunks Pizza: Pepperoni Pizza, Cheese Pizza	Fish Sticks (Whole Grain) Baked Potato Wedges Coleslaw Mixed Fruit Pizza: Pepperoni Pizza, Cheese Pizza
Chicken Alfredo (Whole Grain Pasta) Steamed Peas Side Caesar Salad Banana Pizza: Pepperoni Pizza, Cheese Pizza	Turkey & Cheese Sandwich on Whole Grain Bread Baked Beans Carrot & Celery Sticks Fresh Pear Pizza: Pepperoni Pizza, Cheese Pizza	Cheeseburger on Whole Wheat Bun Lettuce & Tomato Roasted Sweet Potato Fries Apple Slices Pizza: Pepperoni Pizza, Cheese Pizza	Whole Grain Cheese Quesadilla Spanish Rice Black Beans Mixed Fruit Cup Pizza: Pepperoni Pizza, Cheese Pizza	Chicken Ham & Cheese Sandwich Steamed Corn Cucumber & Tomato Salad Watermelon Pizza: Pepperoni Pizza, Cheese Pizza
Tater Tot Beef Nachos, Whole Grain Roll Black beans Mozzarella Cheese Sticks & Celery Apple Slices Pizza: Pepperoni Pizza, Cheese Pizza	Turkey & Cheese Wrap (WG Tortilla) Baked beans Romaine Lettuce & Tomato Carrot Sticks w/ Ranch Pineapple Tidbits Pizza: Pepperoni Pizza, Cheese Pizza	Whole Grain Spaghetti w/ Meat Sauce Baked beans Roasted Broccoli Side Salad w/ Italian Dressing Banana Pizza: Pepperoni Pizza, Cheese Pizza	Grilled Chicken Sandwich on Whole Grain Bun Baked beans Lettuce & Tomato Baked Sweet Potato Fries Sliced Peaches Pizza: Pepperoni Pizza, Cheese Pizza	BBQ Chicken & Cheddar Garbanzo beans Flatbread (Whole Grain Crust) Steamed Corn Cucumber Slices Strawberries Pizza: Pepperoni Pizza, Cheese Pizza
Beef Tacos on Whole Grain Tortilla Shredded Lettuce & Tomato Black Beans Mixed Berry Cup Pizza: Pepperoni Pizza, Cheese Pizza				

Beverage

- Unflavored 1% Milk
- Fat-Free Chocolate Milk (if offered under program guidelines)
- Water available daily



Salad Bar Offerings

(Offered Daily)

Lettuce Mix (Romaine & Spinach)

Cherry Tomatoes

Cucumber Slices

Shredded Carrots

Broccoli Florets

Bell Pepper Strips

Chickpeas

Black Beans

Shredded Cheese

Croutons (Whole Grain)

Dressing Choices: Ranch, Italian, Balsamic Vinaigrette

Fruit Options: Fresh Orange Wedges, Diced Peaches, Apples, Grapes

MENU CYCLE FOR BREAKFAST

Attach a sample 21- day cycle breakfast menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.



BREAKFAST

Whole Grain Pancakes with Syrup Turkey Sausage Fresh Orange Wedges	Scrambled Eggs with Whole Grain Toast Low-Fat Cheese Slice Applesauce	Whole Grain Cereal (Cheerios) Low-Fat Yogurt Banana	Breakfast Burrito (Scrambled Eggs, Cheese, Whole Grain Tortilla) Salsa Cup Mixed Berries	Whole Grain Bagel with Low-Fat Cream Cheese Turkey Bacon Fresh Pear
Oatmeal with Cinnamon & Raisins Whole Grain Muffin Sliced Peaches	Scrambled Eggs with Whole Wheat Biscuit Turkey Sausage Patty Fresh Grapes	Whole Grain French Toast Sticks Low-Fat Yogurt Strawberries	Biscuit Sausage patty Creamy gravy Fresh Banana	Breakfast Pizza (Whole Grain Crust, Egg, Cheese, Turkey Sausage) Diced Pineapple
Whole Grain Waffles with Syrup Turkey Bacon Fresh Apple Slices	Scrambled Eggs with Whole Grain Toast Cheese Stick Pear Slices	Whole Grain Cereal (Rice Chex) Low-Fat Yogurt Fresh Blueberries	Breakfast Quesadilla (Whole Wheat Tortilla, Eggs, Cheese) Salsa Cup Orange Slices	Whole Grain Muffin Low-Fat Yogurt Fresh Strawberries
Whole Grain Pancakes with Syrup Turkey Sausage Fresh Orange Wedges	Scrambled Eggs with Whole Grain Toast Low-Fat Cheese Slice Applesauce	Whole Grain Cereal (Cheerios) Low-Fat Yogurt Banana	Breakfast Burrito (Scrambled Eggs, Cheese, Whole Grain Tortilla) Salsa Cup Mixed Berries	Whole Grain Bagel with Low-Fat Cream Cheese Turkey Bacon Fresh Pear
Oatmeal with Cinnamon & Raisins Whole Grain Muffin Sliced Peaches				

Beverage

- Unflavored 1% Milk
- Fat-Free Chocolate Milk (if offered under program guidelines)
- Water available daily

Attachment E

MENU CYCLE FOR SNACK (ASSP)

Attach a sample 21-day cycle snack menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.



Afternoon Snack Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Whole Grain Goldfish Crackers Apple Slices	String Cheese Whole Grain Crackers	Whole Grain Graham Crackers 100% Fruit Juice	Yogurt Cup Fresh Strawberries	Whole Grain Pretzel Twists Cheese Stick
Whole Grain Animal Crackers Orange Wedges	Turkey & Cheese Snack Pack Whole Grain Crackers	Whole Grain Cereal Bar Apple Slices	Mozzarella Cheese Stick Grapes	Whole Grain Mini Bagel Cream Cheese
Whole Grain Cheez-Its Pineapple Tidbits	Yogurt Cup Banana	Whole Grain Crackers Cheddar Cheese Cubes	Whole Grain Cereal Bar Apple Slices	SunButter & Whole Grain Crackers Orange Wedges
Whole Grain Mini Muffin Mixed Berry Cup	String Cheese Pretzel Sticks	Whole Grain Goldfish Fresh Pear	Yogurt Cup Pineapple Chunks	Whole Grain Graham Crackers Cheese Stick

Beverage

- Unflavored 1% Milk
- Fat-Free Chocolate Milk (if offered under program guidelines)
- Water available daily

Attachment F

**MENU CYCLE FOR SUMMER FOOD
SERVICE PROGRAM (SFSP)**

Attach a sample 5-day cycle SFSP menu prepared by the SFA.

COST RESPONSIBILITY DETAIL SHEET

The SFA has deemed the following cost responsibility schedule to be a necessary part of this proposal specification as an indicator of who will bear ultimate responsibility for the cost. Costs that are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA and included in the RFP. The column selected by the SFA for each expense represents whether the SFA or FSMC is ***ULTIMATELY*** responsible for that cost.

DESCRIPTION	FSMC	SFA	NA
FOOD:			
Food Purchases	☒	☐	☐
Commodity Processing Charges	☒	☐	☐
Processing and Payment of Invoices	☒	☐	☐
LABOR:	☒	☐	☐
FSMC EMPLOYEES:			
Salaries/Wages	☒	☐	☐
Fringe Benefits and Insurance	☒	☐	☐
Retirement	☒	☐	☐
Payroll Taxes	☒	☐	☐
Worker's Compensation	☒	☐	☐
Unemployment Compensation	☒	☐	☐
SFA EMPLOYEES:			
Salaries/Wages	☐	☒	☐
Fringe Benefits and Insurance	☐	☒	☐
Retirement	☐	☒	☐
Payroll Taxes	☐	☒	☐
Worker's Compensation	☐	☒	☐
Unemployment Compensation	☐	☒	☐

Attachment G**Page 2 of 3**

The items listed below with two asterisks (**) are direct cost items that may or may not apply to the SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to its operation or designate them as *Not Applicable*.

DESCRIPTION	FSMC	SFA	NA
OTHER EXPENSES:			
**Paper/Disposable Supplies	☒	☒	☐
Cleaning/Janitorial Supplies	☒	☒	☐
**Tickets/Tokens	☐	☐	☒
China/Silverware/Glassware—			
Initial Inventory	☐	☒	☐
Replacement During Operation	☐	☒	☐
Uniforms	☒	☒	☐
**Linens	☒	☐	☐
Laundry	☒	☐	☐
Trash Removal—			
From Kitchen	☒	☐	☐
From Dining Area	☐	☒	☐
From Premises	☐	☒	☐
Pest Control	☐	☒	☐
Equipment Replacement—			
Nonexpendable	☐	☒	☐
Expendable	☐	☒	☐
Equipment Repair	☐	☒	☐
**Car/Truck Rental (Include Explanation in RFP)	☐	☐	☒
**Vehicle Maintenance	☐	☐	☒
**Courier Services (i.e., Bank Deposits, School Deliveries)	☐	☐	☒
**Storage Costs—			
Food	☒	☐	☐
Supplies	☒	☐	☐
**Office Supplies	☒	☐	☐
**Printing	☒	☐	☐
**Promotional Materials	☒	☐	☐

Attachment G
Page 3 of 3

DESCRIPTION	FSMC	SFA	NA
**Taxes (see page 24)			
Sales	☒	☐	☐
OTHER: (Add other expenses charged to food service. Overhead expenses incurred by the FSMC cannot be included.)			
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

Cleaning responsibilities are listed below:

DESCRIPTION	FSMC	SFA	NA
Food Preparation Areas (Include Equipment)	☒	☐	☐
Serving Areas	☒	☐	☐
Kitchen Floors	☐	☒	☐
Dining Room Floors	☐	☒	☐
Periodic Waxing and Buffing of Dining Room Floors	☐	☒	☐
Restrooms for Food Service Employees	☒	☐	☐
Grease Traps	☒	☐	☐
Daily Routine Cleaning of Dining Room Tables and Chairs	☒	☐	☐
Thorough Cleaning of Dining Room Tables and Chairs	☐	☒	☐
Cafeteria Walls	☐	☒	☐
Kitchen Walls	☒	☐	☐
Light Fixtures	☐	☒	☐
Windows	☐	☒	☐
Window Coverings	☒	☐	☐
Hoods	☒	☐	☐
Grease Filters	☒	☐	☐
Duct Work	☐	☒	☐
Exhaust Fans	☐	☒	☐
OTHER: (List Below)	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA) and Food Service Management Company (Offerer) shall execute this Independent Price Determination Certificate.

KIPP Tulsa Public Charter Schools

Southwest Foodservice Excellence, LLC

KIPP Tulsa Public Charter Schools

Name of Food Service Management Company

Name of School Food Authority

- A. By submission of this offer, the Offerer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offerer and will not knowingly be disclosed by the Offerer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offerer for the purpose of restricting competition.
 3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offerer certifies that:
1. He or she is the person in the Offerer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
 2. He or she is not the person in other Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does not hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offerer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract, except as follows:

Bryan McMahon

07DF1D04795CF63DCD17F6BE8C9FE6FD contractworks

Signature of Food Service Management Company's
Authorized Representative

CFO

Title

07/24/2026

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Dorinda Maynor

Signature of School Food Authority
Authorized Representative

SUPERINTENDENT

Title

7-23-26

Date

NOTE: Accepting an Offerer's offer does not constitute award of the contract.

Attachment I

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension,
Ineligibility, and Voluntary Exclusion—Lower-Tier
Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, Title 2 CFR, §180, as adopted and modified by USDA regulation at 2 CFR §417, Responsibilities of Participants Regarding Transactions.

Before completing certification, read instructions on reverse.

- 1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Southwest Foodservice Excellence, LLC
Organization Name

RFP – KIPP Tulsa Public Charter Schools
PR/Award Number or Project Name

Bryan McMahon, Chief Financial Officer
Name(s) and Title(s) of Authorized Representative(s)

Bryan McMahon
07DF1D04795CF63DCD17F6BE8C9FE6FD contractworks
Signature(s)

7/9/2026
Date

INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/ or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower-tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person for which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts, Exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.

The undersigned certifies to the best of his/her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employ- ee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

STANDARD FORM-LLL

DISCLOSURE OF LOBBYING ACTIVITIES
APPROVED BY OMB

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO
31 U.S.C. 1352
(SEE REVERSE FOR PUBLIC DISCLOSURE)

1. Type of Federal Action: ☐ a. Contract ☐ b. Grant ☐ c. Cooperative Agreement ☐ d. Loan ☐ e. Loan Guarantee ☐ f. Loan Insurance	2. Status of Federal Action: ☐ a. Bid/Offer/Application ☐ b. Initial Award ☐ c. Postaward	3. Report Type: ☐ a. Initial Filing ☐ b. Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number: (if known) _____		9. Award Amount: (if known) \$ _____
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI) _____		b. Individual Performing Services: (including address if different from No. 10a) (last name, first name, MI) _____
11. Amount of Payment: (check all that apply) \$ _____ Actual ☐ Planned ☐		Type of Payment: (check all that apply) ☐ a. Retainer ☐ b. One-Time Fee ☐ c. Commission ☐ d. Contingency Fee ☐ e. Deferred ☐ f. Other: (specify) _____
12. Form of Payment: (check all that apply) a. Cash Nature _____ b. In-kind (specify) Value _____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11: (Attach Continuation Sheets if necessary)		
15. Continuation Sheets Attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. §1352. This disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. §1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____
Federal Use Only: _____		
Authorized for Local Reproduction		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. §1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10.
 - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
 - b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If *Other*, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are attached.
16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

VALIDATION

NOTE: Proposals must be manually signed on this form in the space provided below.

Has the Offerer, any officer of the Offerer, or any employee of the Offerer who has a proprietary interest in the proposal, ever been disqualified, removed, or otherwise prevented from participating, or completing, a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ No ☐

If the answer is *Yes*, please explain the circumstances on a continuation page.

Offerer, in compliance with this RFP, has examined the specifications and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products and is able to furnish the services/products in the time frame specified and at the rates set forth in this proposal. The undersigned, on behalf of the Offerer, certifies that this offer is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor and certifies that all statements contained in the proposal are true and correct. If accepted by the District, this proposal is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: Minority-owned ☐ Female-owned ☐

Company Name	Signature of Representative
Company Address	Typed Name of Representative
City, State, Zip	Title
Telephone Number	Fax Number
Date	E-Mail

FOOD SERVICE MANAGEMENT COMPANY MONTHLY LUNCH EQUIVALENCY WORKSHEET

Attachment M

District Name: KIPP Tulsa Public Charter Schools

Month/Year: _____

Once the contract has been awarded, this form is to be used by the food service management company (FSMC) to show the school district the calculations for determining the lunch equivalencies for each month. Submit Attachments M to the school food authority (SFA) with the monthly invoice.

1. **Actual Meal Counts:** To make the meal count computation, include all Child Nutrition Programs (CNP) that are a part of the contract (i.e., National School Lunch Program [NSLP] meals, School Breakfast Program [SBP] meals, After-School Snack Program [ASSP] meals, Summer Food Service Program [SFSP] meals, Seamless Summer Program [SSP] meals, Child and Adult Care Food Program [CACFP] meals, if applicable). The number of lunches, breakfasts (2 breakfasts equal 1 lunch), and snacks (3 snacks equal 1 lunch) served to children shall be determined by actual count.

BASED ON _____				DAYS OF SERVICES		
Breakfast Meals		Lunch Meals		Snack Meals		
Contract Breakfasts		Contract Lunches		Contract Snacks		
SBP Breakfasts		NSLP Lunches		NSLP Snacks		
SFSP Breakfasts		SFSP Lunches/ Suppers		SFSP Snacks		
SSP Breakfasts		SSP Lunches/ Suppers		SSP Snacks		
CACFP Breakfasts		CACFP Lunches/ Suppers		CACFP Snacks		
	Total Breakfast		Total Lunches		Total Snacks	
	+		+		=	
Total Breakfast ÷ (divide) 2	(add)	Total Lunches	(add)	Total Snacks ÷ (divided) 3		Lunch Equiva- lents Based on Meal Counts

2. **Extra Revenue:** Based on extra revenue received—extra CNP revenue shall include sales from adult meals, à la carte sales to students and adults, and revenue from catering, vending machine sales, and concessions.

BASED ON _____		DAYS OF SERVICE	
Total Revenue From Adult & Visitor Meals, if applicable			
Total Revenue From À la Carte Sales, if applicable			
Total Revenue From Catering/Special Event Meals, if applicable			
Total Revenue From Concessions, if applicable			
Total Revenue From Vending Machine Sales, if applicable			
Total Extra CNP Revenue			

	÷		=	
Total Extra CNP Revenue	(divide)	Meal Equivalency Rate (Current FY Free rate + incentive rate + USDA Foods rate)		Meal Equivalent Based on Extra Revenue

3. Grand Total of Meal Equivalents:

Lunch Equivalents Based on Meal Counts <i>(From Section 1)</i>	+ (add)	Meal Equivalents Based on Extra Revenue <i>(From Section 2)</i>	=	Grand Total of Lunch Equivalents
Lunch Equivalencies	X multiply	Bid Award Amount	=	Total \$ Amount Owed

4. Fresh Fruit/Vegetable Program (FFVP) Administrative Funds, if applicable:

FFVP Reimbursement Claimed _____ % From Page _____ Total Administrative Funds, if applicable

5. USDA Foods:

Total \$ Amount Owed <i>(Amount from Section 3)</i>	— minus	USDA Foods Received <i>(Actual Amount not Standard)</i>	=	Grand Total \$ Amount Owed
--	---	--	-------------------------	---

*The numbers and revenue listed on the Attachment M are provided to the FSMC by the district.
** The amount owed to the FSMC is the Total \$ Amount Owed minus the USDA Foods received for that month.

6. Nonprogram/Program Foods Cost: It is required the FSMC fills out the Nonprogram section for the district each month to determine if the district is meeting USDA Nonprogram regulation. (See 7 C.F.R. § 210.14(f)). **This is the actual cost incurred by the food service management company for food and milk.**

Note: Leave a category blank if it is not applicable for this month. **Do NOT include USDA Foods to the food cost listed below.**

Total Cost of Food and Milk for Students	
Total Cost of Adult & Visitor Meals, if applicable	
Total Cost of Food and Milk for CACFP/At-Risk, if applicable	
Total Cost of À la Carte Sales, if applicable	
Total Cost of Contract Meals, if applicable	
Total Cost of Catering/Special Event Meals, if applicable	
Total Cost of Concessions, if applicable	
Total Cost of Vending Machine Sales, if applicable	
TOTAL COST: BUY AMERICAN TRACKER	

Note: This section is required to be completed to meet regulations (See 7 C.F.R. § 210.14(f)). The total cost in Section 6 will be added up of the year to be entered into the *Total Annual Commercial Food Cost* in the *Buy American Tracker Exemption Summary* tab.

Attachment N

The SFA must monitor the FSMC through periodic on-site visits to ensure that the food service operation is in conformance with the SFA's agreement to operate the program in accordance with USDA program regulations. This must be done on an annual basis using the attached form. (Reference 7 CFR §210.16.) These forms are to be retained at the SFA site.

SFA-FSMC MONITORING FORM

Review Date: _____

Name of District and Site Monitored: _____

Menus and Service	Yes	Needs Improvement	NA
Has the FSMC followed the 21-day cycle menu, as described in contract, for the first 21 days of the contract? <i>(Monitor during the first year of contract only)</i>	☐	☐	☐
If changes were made to menus following the first 21 days of the contract, did the SFA approve them?	☐	☐	☐
Have all menu standards been maintained as to type and quality of meal service as outlined in the contract?	☐	☐	☐
Have all menus been developed using the agreed upon menu-planning systems?	☐	☐	☐
Is the FSMC serving only reimbursable meals that comply with the latest dietary guidelines as established by USDA in federal regulations for the NSLP, the SBP, and all other USDA-contracted meal programs?	☐	☐	☐
Has the SFA retained control of the quality, extent, and general nature of its food program?	☐	☐	☐
Has the SFA made no payment to the FSMC for meals that are spoiled or unwholesome at time of delivery or do not meet detailed specifications or do not otherwise meet the requirements of the contract?	☐	☐	☐
Are production records completed each day for all meals claimed for reimbursement?	☐	☐	☐
Is the FSMC following regulations concerning not selling restricted foods of minimal nutritional value in the food service areas during meal service periods (e.g., carbonated beverages, certain candies, water ices, and chewing gum)?	☐	☐	☐
Are meals monitored after the last food or menu item is served/selected to ensure that only reimbursable meals are claimed?	☐	☐	☐
Do the foods purchased meet the quality specification standards indicated in the contract?	☐	☐	☐
Does the SFA evaluate the FSMC's menus for affordability, nutrition requirements, and appeal to the students?	☐	☐	☐
USDA-Donated Foods			
Does the SFA receive credit for the value of USDA-donated foods received during the school year or fiscal year?	☐	☐	☐
Credit for the value of donated foods was received through <i>(circle all that apply)</i> :	☐	☐	☐
Invoice reductions	☐	☐	☐
Refunds	☐	☐	☐
Discounts	☐	☐	☐
Other:	☐	☐	☐

Attachment N cont.

USDA-Donated Foods continued	Yes	Needs Improve- ment	NA
Does the FSMC provide clear documentation of the value received and of credit being recognized? <i>(This includes crediting for the value of donated foods contained in processed end products.)</i>	☐	☐	☐
Does the USDA-Foods billing statement detail the value of the USDA-Foods received and that it was used as the value for all credits?	☐	☐	☐
Does the FSMC contract outline the frequency by which crediting will occur and was that followed? <i>(Crediting is to be reconciled at least annually.)</i>	☐	☐	☐
Does the SFA retain title to all USDA-donated foods and ensure that all USDA-donated foods are made available to the FSMC, including processed foods?	☐	☐	☐
Does the SFA/FSMC use USDA-donated foods to the maximum extent in quantities that can be used and stored without waste?	☐	☐	☐
Does the FSMC use all donated foods or commercially purchased foods of the same generic quality of U.S. origin and of equal or better quality than the donated foods in the SFA's food service?	☐	☐	☐
Does the FSMC use all donated ground beef, ground pork, and all processed end products in the SFA's food service, without substitution?	☐	☐	☐
For cost-reimbursable contracts, does the FSMC ensure that its system of inventory management not result in the SFA being charged for donated foods?	☐	☐	☐
Is the FSMC responsible for receiving donated foods on behalf of the SFA?	☐	☐	☐
If <i>Yes</i> , is the SFA verifying delivery of donated food shipments and end products and not relying solely on the FSMC records?	☐	☐	☐
Financial Accountability Procedures			
Do the food service daily meal count records accurately reflect the counts of student and adult meals by meal type and eligibility category?	☐	☐	☐
The FSMC maintains records to support the claims for reimbursement, reports claim information to the SFA promptly at the end of each month, and has meal count records for meals not covered by the claim; e.g., adult meals.	☐	☐	☐
Do the food service daily income records accurately reflect the revenue received by meal type (student meals, adult meals, à la carte, etc.)	☐	☐	☐

Attachment N cont

Sanitation and Safety Procedures	Yes	Needs Improve -ment	NA
Are facilities and equipment adequately maintained for safety and sanitation?	☐	☐	☐
Do employees practice safe food-handling procedures?	☐	☐	☐
Are state health licenses maintained as required by the contract?	☐	☐	☐
Does the SFA ensure that all state and local regulations are being met by the FSMC?	☐	☐	☐
Other Contractual Requirements			
Has the FSMC used the advisory committee of parents, students, and teachers to assist in menu planning?	☐	☐	☐
Have all corrections been made as required if problems were noted during an SFA review, administrative review, or a program audit?	☐	☐	☐
Does the SFA have procedures in place to monitor the FSMC's contract compliance?	☐	☐	☐
Is documentation monitoring maintained?	☐	☐	☐
Has the FSMC staffing plan been approved by the SFA?	☐	☐	☐
Have staffing plans been followed per the contract?	☐	☐	☐
Has the SFA retained all food service responsibilities not allowed to be delegated to the FSMC?	☐	☐	☐
If <i>No</i> , list what was delegated?	☐	☐	☐
FSMC's food service operations are monitored by the SFA through periodic on-site visits to ensure that the food service is in conformance with program regulations and that program review and audit findings are resolved.			
Is monitoring documentation maintained?	☐	☐	☐
Have all responsibilities of the SFA and the FSMC been implemented as defined by the terms of the contract?	☐	☐	☐
If <i>No</i> , explain.			
Procurement Requirements			
Did the SFA follow the appropriate procurement procedures when awarding the FSMC contract, including preparing all contract documents? (These documents include, but are not limited to, specifications, the RFP, the contract, and any contract amendments.)	☐	☐	☐
Were there an adequate number of qualified RFP responses to permit reasonable competition?	☐	☐	☐
Was the RFP publicized, and were any reasonable requests by other sources to compete honored to the maximum extent practicable?	☐	☐	☐
Was the FSMC awarded the contract based on the SFA-provided mechanisms for technical evaluation of the proposals? (<i>For new contracts only</i>)	☐	☐	☐
Was the contract awarded to the responsible Offerer whose proposal was the most advantageous to the SFA with price and other factors considered (<i>with price as the primary factor</i>)?	☐	☐	☐

Attachment N cont.

List Corrective Actions Taken for All Needs Improvement Items	Date of Implementation

Other Comments:

Signature of FSMC Representative:	Title:	Date:
Signature of SFA Official:	Title:	Date:

APPENDIX—BREAKFAST/LUNCH MEAL PATTERN

Meal Pattern Requirements	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food ^b Per Week (Minimum Per Day)					
Fruits (cups) ^b	5 (1) ^c	5 (1) ^c	5 (1) ^c	2.5 (0.5)	2.5 (0.5)	5 (1)
Vegetables (cups) ^b	0	0	0	3.75 (0.75)	3.75 (0.75)	5 (1)
Dark green ^c	0	0	0	0.5	0.5	0.5
Red/Orange ^c	0	0	0	0.75	0.75	1.25
Beans/Peas (Legumes) ^c	0	0	0	0.5	0.5	0.5
Starchy ^c	0	0	0	0.5	0.5	0.5
Other ^{c,d}	0	0	0	0.5	0.5	0.75
Additional Veg to Reach Total ^e	0	0	0	1	1	1.5
Grains (oz eq) ^{f, i}	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^g	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^h	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^h	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{h,i}	< 540	<600	< 640	< 1100	<1225	<1280

^a Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One-quarter cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

^c Larger amounts of these vegetables must be served.

^d This category consists of *Other Vegetables* as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, the *Other Vegetables* requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in 210.10(c) (2)(iii).

^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^f Eighty percent (80%) of the all grains offered for the week must be whole grain-rich.

^g All fluid milk must be lowfat (1 percent or less, unflavored or flavored) or fat-free (unflavored or flavored). Flavored milk cannot contain more than 10 grams of added sugar. **Whole milk and reduced fat (2%) can be served at lunch only.**

^h Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat (**excluding milk**), and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent are not allowed.

ⁱ Yogurt must contain no more than 12 grams of added sugars per 6 ounces.

^j Breakfast cereals must contain no more than six grams of added sugar per dry ounce .

APPENDIX—AFTER-SCHOOL SNACK MEAL PATTERNS

Food Components and Food Items ¹	Ages 3-5	Ages 6-12	Ages 13-18 ²
Fluid Milk³	4 fluid ounces	8 fluid ounces	8 fluid ounces
Lean meat, poultry, or fish	1/2 ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	1/2 ounce	1 ounce	1 ounce
Cheese	1/2 ounce	1 ounce	1 ounce
Large egg	1/2	1/2	1/2
Cooked dry beans or peas	1/8 cup	1/4 cup	1/4 cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp	2 Tbsp	2 Tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or 1/4 cup	4 ounces or 1/2 cup	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts, or seed	1/2 ounce	1 ounce	1 ounce
Vegetables⁶	1/2 cup	3/4 cup	3/4 cup
Fruits⁶	1/4 cup	1/4 cup	1/4 cup
Grains^{7,8}			
Whole grain-rich or enriched bread	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as a biscuit, roll, or muffin	1/2 oz eq	1 oz eq	1 oz eq
Flakes or rounds	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/4 cup	1/4 cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five years old. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older. Flavored milk cannot contain more than 10 grams of added sugar.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 12 grams of added sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ The grain item must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

⁸ Breakfast cereals must contain no more than six grams of added sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD AND ADULT FOOD PROGRAM (CACFP) BREAKFAST MEAL PATTERN

(Select all three components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Pro- grams and Emer- gency Shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	1/4 cup	1/2 cup	1/2 cup	1/2 cup
Grains (oz eq)^{5,6}				
Whole grain-rich or enriched bread	1/2 oz eq	½ oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{7,8}				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

¹ Must serve all three components for a reimbursable meal. Offer versus Serve is an option for at-risk after-school participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five years old. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ Eighty percent (80%) of grains served for the week must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternate is equal to one ounce equivalent of grains.

⁷ Breakfast cereals must contain no more than six grams of added sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁸ The minimum serving size specified in this section for ready-to-eat breakfast cereals must be served.

CHILD AND ADULT FOOD PROGRAM (CACFP)

LUNCH/SUPPER MEAL PATTERN

(Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Pro- grams and Emer- gency Shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/Meat Alternates				
Lean meat, poultry, or fish	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Cheese	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Large egg	1/2	3/4	1	1
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup
Peanut butter or soy nut butter or other nut or seed butters	4 ounces or 1/2 cup	6 ounces or 3/4 cup	8 ounces or 1 cup	8 ounces or 1 cup
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or 1/2 cup	6 ounces or 3/4 cup	8 ounces or 1 cup	8 ounces or 1 cup
Peanuts, soy nuts, tree nuts or seeds, as listed in Program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounce of nut/seeds = 1 ounce of cooked lean meat, poultry, or fish)	1/2 ounce	3/4 ounce	1 ounce	1 ounce
Vegetables⁶	1/8 cup	1/4 cup	1/2 cup	1/2 cup
Fruits^{6,7}	1/8 cup	1/4 cup	1/4 cup	1/4 cup
Grains (oz eq)⁸				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup

¹ Must serve all five components for a reimbursable meal. Offer versus Serve is an option for at-risk after-school participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five years old. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older. Flavored milk cannot contain more than 10 grams of added sugar.⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 12 grams of added sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward the grains requirement.

⁹ Breakfast cereals must contain no more than six grams of added sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD AND ADULT FOOD PROGRAM (CACFP) SNACK MEAL PATTERN

(Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Programs and Emergency Shelters)
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/Meat Alternates				
Lean meat, poultry, or fish	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Cheese	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Large egg	1/2	1/2	1/2	1/2
Cooked dry beans or peas	1/8 cup	1/8 cup	1/4 cup	1/4 cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp	1 Tbsp	2 Tbsp	2 Tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or 1/4 cup	2 ounces or 1/4 cup	4 ounces or 1/2 cup	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts, or seed	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Vegetables⁶	1/2 cup	1/2 cup	3/4 cup	3/4 cup
Fruits⁶	1/8 cup	1/4 cup	1/4 cup	1/4 cup
Grains (oz eq)⁷				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five years old. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older. Flavored milk cannot contain more than 10 grams of added sugar.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 12 grams of added sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

⁸ Breakfast cereals must contain no more than six grams of added sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁹ The minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served.

KIPP: TULSA

PUBLIC CHARTER SCHOOLS

Month of October 2025 Meal Totals	Middle School	High School
Total Breakfast	2196	1370

Total Lunch	3823	1932
Adult Meals Breakfast	0	0
Adult Meals Lunch	0	0

Approved by: Mayra Burke Date: 11-1-25

Mayra Burke, Finance Specialist

Number of days in session Middle School

Number of days in session High School

Student Enrolled by Meal Type

High School	Free	153
	Reduced	30
	Paid	48

Total number of students **231**

Middle School	Free	241
	Reduced	35
	Paid	67

Total number of students **343**

National School Lunch Program - School Food Authority Claim Summary

72-E005 TULSA CHARTER: KIPP TULSA
541 S. 43rd W Ave,
TULSA, OK 74127-5562

General Information

Date Signed	12/16/2025	Revision	Original		
Claim Date	12/16/2025	Claim Month	October	Claim Year	2025
Number of Days In Operation	16	Number of Sites	2	Number of Children Enrolled	590
☐ This district is claiming students who are not enrolled (i.e., visiting students, adult education students, or out-of-home placement students).					
☐ This district is claiming preprimary students who are not enrolled (preprimary children under the age of four).					
Comments					

Number of Enrolled Students On Site

Free	590	Reduced	0	Paid	0
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Average Daily Participation

Breakfast	223	Lunch	360
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Adult and Contract Meals

Adult Lunches	0	Contract Lunches	0
Adult Snacks	0	Contract Snacks	0
Adult Breakfast	0	Contract Breakfast	0
Adult SNB	0	Contract SNB	0

Provision 2

Provision 3

CEP

Summary of Eligibles

Free

590

Paid

0

Lunch

Site	Meals	Free	Paid
KIPP TULSA HS UNIVER (986) Y	1932	100.00% = 1932	0.00% = 0
KIPP TULSA MS COLLEG (975) Y	3823	100.00% = 3823	0.00% = 0
		5755	0

Breakfast

Site	Meals	Free	Paid
KIPP TULSA HS UNIVER (986) Y	1370	100.00% = 1370	0.00% = 0
KIPP TULSA MS COLLEG (975) Y	2196	100.00% = 2196	0.00% = 0
		3566	0

Note: If ALL your sites are participating in CEP (district-wide), the **meal counts** have already been added for you and entered into the correct category for Lunch and Severe Need Breakfast below, as well as Snack, if applicable. If only some of your sites are participating in CEP, add the **meal counts** from the tables above to the **meal counts** from your other sites, and enter the total into the categorical **meal counts** for Lunch and Severe Need Breakfast below, as well as Snacks, if applicable.

If **ALL** your sites are participating in CEP (district-wide), the **eligible numbers** have already been added for you and entered into the General Data information above. If only some of your sites are participating in CEP, add the **eligible numbers** from the table above to the **eligible numbers** from your other sites, and enter the total into the General Data information above.

Breakfast

Type	Meals	Rate	Reimbursement
Free	0	\$2.46	\$0.00
Reduced	0	\$2.16	\$0.00
Paid	0	\$0.40	\$0.00
Total	0		\$0.00

Note: Regular breakfast served – do not include severe need breakfast (SNB) sites.

Severe Need Breakfast

Type	Meals	Rate	Reimbursement
Free	3566	\$2.94	\$10,484.04
Reduced	0	\$2.64	\$0.00
Paid	0	\$0.40	\$0.00
Total	3566		\$10,484.04

Note: Severe Need Breakfasts Served - Do not include Regular Breakfast sites.

Breakfast - Sub-Totals

Total Breakfast Reimbursement:

\$10,484.04

Total Adjustments:

\$0.00

Warrant Amount:

\$10,484.04

Lunch

Type	Meals	Rate	Reimbursement
Free	5755	\$4.62	\$26,588.10
Reduced	0	\$4.22	\$0.00
Paid	0	\$0.46	\$0.00
Performance Incentive	5755	0.09	\$517.95
Total	5755		\$27,106.05

After School Snack Program (ASSP).

Over 50%

Meals	Rate	Reimbursement
0	\$1.26	\$0.00

Under 50%

After School Snack Program Sub-Total		
Total Meals	0	Reimbursement \$0.00

Lunch / Snack Sub-Totals

Total Lunch/Snack Reimbursement:	\$27,106.05
Total Adjustments:	\$0.00
Warrant Amount:	\$27,106.05

Special Milk - Non Pricing

Special Milk - Option 1

Special Milk - Option 2

Special Milk - Sub-Totals

NSLP SFA Summary Total

\$37,590.09

Advances and Payments

Advance Amount	\$0.00	Adjusted Amount	\$0.00
Payment Plan Amount	\$0.00	Previous Claim Amount	\$0.00
Amount Paid	\$37,590.09		

Claim Management

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Submit

Print Claim Summary

Print Site Summary

Unsubmit SFA Claim

Print Disbursement

Use 60 Day Exception

Override 60 Day Exception

Claims

Process Claims

If you have questions or need assistance, please contact our office at 405-521-3327.

Oklahoma State Department of Education

Child Nutrition Programs

TULSA CHARTER: KIPP TULSA

1661 E. Virgin Street

Tulsa OK 74106

County and District: 72E005

NATIONAL SCHOOL LUNCH DISBURSEMENT

Print Date: 12/16/2025 3:33:27 PM

Claim Date: 12/16/2025

Month and Year of Claim: 10/2025

Breakfast: \$10,484.04

Lunch: \$27,106.05

Snack: \$0.00

Milk: \$0.00

Sub Total: \$37,590.09

Balance of Money Due: \$0.00

Payment Plan Amount: \$0.00

Previous Sub Total (Adjusted Claims Only):

Calculated Reimbursement: \$37,590.09

Revenue/Expenditure Summary

Options: Fund: 11, Date Range: 7/2/2024 - 6/30/2025

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
000	(\$4,664.32)	\$0.00	\$0.00	\$43,327.19	(\$47,991.51)	\$0.00	(\$47,991.51)
185 ADULT MEALS	\$0.00	\$0.00	\$0.00	\$85.00	(\$85.00)	\$0.00	(\$85.00)
285 LOCAL CNP	\$0.00	\$0.00	\$0.00	\$1,472.51	(\$1,472.51)	\$0.00	(\$1,472.51)
385 CHILD NUTRITION PROGRAM	\$0.00	\$2,223.48	\$0.00	\$2,223.48	\$0.00	\$0.00	\$0.00
763 LUNCHES	\$33,241.40	\$183,395.07	\$0.00	\$216,636.47	\$0.00	\$0.00	\$0.00
764 BREAKFASTS	\$4,357.88	\$71,841.17	\$0.00	\$76,199.05	\$0.00	\$0.00	\$0.00
791 NSLP EQUIP ASST GRANT	\$0.00	\$16,612.51	\$0.00	\$15,140.00	\$1,472.51	\$0.00	\$1,472.51
Total	\$32,934.96	\$274,072.23	\$0.00	\$355,083.70	(\$48,076.51)	\$0.00	(\$48,076.51)

KIPP TULSA COLLEGE PREPARATORY

Revenue/Expenditure Detail

Options: Fund: 11, Date Range: 7/1/2024 - 6/30/2025

Transaction	Ref	Prj	Fnc	Obj	Prg	Sbj	Job	Unit	Date	Description	Amount
Project - 185 ADULT MEALS											
975 KIPP TULSA											
										Begin Balance	\$0.00
Payment	819	185	3155	570	700	0000	000	975	9/30/2024	95-TULSA PUBLIC SCHOOLS	(\$35.00)
Payment	825	185	3155	570	700	0000	000	975	9/30/2024	95-TULSA PUBLIC SCHOOLS	(\$20.00)
Payment	1664	185	3155	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$30.00)
										Cash End Balance	(\$85.00)
										Unpaid PO Total	\$0.00
975 KIPP TULSA Accrual End Balance											(\$85.00)
Project - 185 ADULT MEALS Accrual End Balance											(\$85.00)
Project - 285 LOCAL CNP											
975 KIPP TULSA											
										Begin Balance	\$0.00
Payment	1963	285	3140	731	700	0000	000	975	4/8/2025	50356-THE WEBSTAURANT	(\$1,472.51)
										Cash End Balance	(\$1,472.51)
										Unpaid PO Total	\$0.00
975 KIPP TULSA Accrual End Balance											(\$1,472.51)
Project - 285 LOCAL CNP Accrual End Balance											(\$1,472.51)
Project - 385 CHILD NUTRITION PROGRAM											
975 KIPP TULSA											
										Begin Balance	\$0.00
Receipt	89	385	3720	000	700	0000	000	975	1/17/2025	SDE	\$1,111.74
Receipt	138	385	3720	000	700	0000	000	975	5/9/2025	SDE	\$1,111.74
										Cash End Balance	\$2,223.48
										Unpaid PO Total	\$0.00
975 KIPP TULSA Accrual End Balance											\$2,223.48
986 HIGH SCHOOL											
										Begin Balance	\$0.00
Payment	1225	385	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$2,000.00)
Payment	1664	385	3140	570	700	0000	000	986	3/28/2025	95-TULSA PUBLIC SCHOOLS	(\$223.48)
										Cash End Balance	(\$2,223.48)
										Unpaid PO Total	\$0.00
986 HIGH SCHOOL Accrual End Balance											(\$2,223.48)
Project - 385 CHILD NUTRITION PROGRAM Accrual End Balance											\$0.00
Project - 763 LUNCHES											
975 KIPP TULSA											
										Begin Balance	\$0.00
Receipt	24	763	6110	000	700	0000	000	975	7/1/2024	CARRYOVER	\$33,241.40
Receipt	53	763	4710	000	700	0000	000	975	11/8/2024	SDE	\$34,671.87
Receipt	69	763	4710	000	700	0000	000	975	12/13/2024	SDE	\$23,244.76
Receipt	98	763	4710	000	700	0000	000	975	2/7/2025	SDE	\$40,626.33
Receipt	127	763	4710	000	700	0000	000	975	4/18/2025	SDE	\$46,654.70
Receipt	142	763	4710	000	700	0000	000	975	5/16/2025	SDE	\$25,620.69
Receipt	153	763	4710	000	700	0000	000	975	6/20/2025	SDE	\$12,576.72
Payment	819	763	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$22,051.29)
Payment	819	763	3140	570	700	0000	000	975	9/30/2024	95-TULSA PUBLIC SCHOOLS	(\$8,953.71)
Payment	825	763	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$16,760.00)
Payment	1225	763	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$19,089.24)
Payment	1664	763	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$41,158.29)
Payment	1937	763	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$14,705.00)
Payment	1959	763	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$11,675.00)
Payment	2233	763	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$20,805.00)
Payment	2410	763	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$9,530.00)
										Cash End Balance	\$51,908.94
										Unpaid PO Total	\$0.00
975 KIPP TULSA Accrual End Balance											\$51,908.94
986 HIGH SCHOOL											

Revenue/Expenditure Detail

Options: Fund: 11, Date Range: 7/1/2024 - 6/30/2025

Transaction	Ref	Prj	Fnc	Obj	Prg	Sbj	Job	Unit	Date	Description	Amount
Project - 763 LUNCHES											
986 HIGH SCHOOL											
Begin Balance											\$0.00
Payment	819	763	3140	570	700	0000	000	986	9/30/2024	95-TULSA PUBLIC SCHOOLS	(\$5,223.39)
Payment	825	763	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$10,705.00)
Payment	1225	763	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$6,270.55)
Payment	1937	763	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$14,685.00)
Payment	2233	763	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$9,740.00)
Payment	2410	763	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$5,285.00)
Cash End Balance											(\$51,908.94)
Unpaid PO Total											\$0.00
986 HIGH SCHOOL Accrual End Balance											(\$51,908.94)
Project - 763 LUNCHES Accrual End Balance											\$0.00
Project - 764 BREAKFASTS											
975 KIPP TULSA											
Begin Balance											\$0.00
Receipt	24	764	6110	000	700	0000	000	975	7/1/2024	CARRYOVER	\$4,357.88
Receipt	53	764	4720	000	700	0000	000	975	11/8/2024	SDE	\$12,674.27
Receipt	69	764	4720	000	700	0000	000	975	12/13/2024	SDE	\$8,939.02
Receipt	98	764	4720	000	700	0000	000	975	2/7/2025	SDE	\$16,478.56
Receipt	127	764	4720	000	700	0000	000	975	4/18/2025	SDE	\$18,564.91
Receipt	142	764	4720	000	700	0000	000	975	5/16/2025	SDE	\$10,076.11
Receipt	153	764	4720	000	700	0000	000	975	6/20/2025	SDE	\$5,108.30
Payment	819	764	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$9,665.88)
Payment	825	764	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$2,509.71)
Payment	825	764	3140	570	700	0000	000	975	9/30/2024	95-TULSA PUBLIC SCHOOLS	(\$2,999.22)
Payment	1664	764	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$12,698.09)
Payment	1937	764	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$4,744.88)
Payment	1959	764	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$3,979.21)
Payment	2233	764	3140	570	700	0000	000	975	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$6,526.80)
Payment	2410	764	3140	570	700	0000	000	975	6/25/2025	95-TULSA PUBLIC SCHOOLS	(\$3,061.38)
Cash End Balance											\$30,013.88
Unpaid PO Total											\$0.00
975 KIPP TULSA Accrual End Balance											\$30,013.88
986 HIGH SCHOOL											
Begin Balance											\$0.00
Payment	819	764	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$4,871.79)
Payment	825	764	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$1,546.23)
Payment	825	764	3140	570	700	0000	000	986	9/30/2024	95-TULSA PUBLIC SCHOOLS	(\$1,525.51)
Payment	1664	764	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$7,244.79)
Payment	1664	764	3140	570	700	0000	000	986	3/28/2025	95-TULSA PUBLIC SCHOOLS	(\$5,128.60)
Payment	1937	764	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$4,693.08)
Payment	2233	764	3140	570	700	0000	000	986	7/1/2024	95-TULSA PUBLIC SCHOOLS	(\$3,183.11)
Payment	2410	764	3140	570	700	0000	000	986	6/25/2025	95-TULSA PUBLIC SCHOOLS	(\$1,820.77)
Cash End Balance											(\$30,013.88)
Unpaid PO Total											\$0.00
986 HIGH SCHOOL Accrual End Balance											(\$30,013.88)
Project - 764 BREAKFASTS Accrual End Balance											\$0.00
Project - 791 NSLP EQUIP ASST GRANT											
975 KIPP TULSA											
Begin Balance											\$0.00
Receipt	152	791	4780	000	700	0000	000	975	6/6/2025	SDE	\$16,612.51
Payment	1963	791	3140	731	700	0000	000	975	4/8/2025	50356-THE WEBSTAU	(\$15,140.00)
Cash End Balance											\$1,472.51
Unpaid PO Total											\$0.00
975 KIPP TULSA Accrual End Balance											\$1,472.51
Project - 791 NSLP EQUIP ASST GRANT Accrual End Balance											\$1,472.51

Revenue/Expenditure Detail

Options: Fund: 11, Date Range: 7/1/2024 - 6/30/2025

Transaction	Ref	Prj	Fnc	Obj	Prg	Sbj	Job	Unit	Date	Description	Amount
										Total Cash End Balance	(\$85.00)
										Total Accrual End Balance	(\$85.00)

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2024 - 6/30/2025

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 885 CHILD NUTRITION CLEARING							
975 KIPP TULSA	\$0.00	\$2,408.68	\$11,107.02	\$9,666.46	\$3,849.24	\$0.00	\$3,849.24
986 HIGH SCHOOL	\$0.00	\$647.54	\$0.00	\$4,162.38	(\$3,514.84)	\$0.00	(\$3,514.84)
Total Project - 885 CHILD NUTRITION CLEARING	\$0.00	\$3,056.22	\$11,107.02	\$13,828.84	\$334.40	\$0.00	\$334.40
Total	\$0.00	\$3,056.22	\$11,107.02	\$13,828.84	\$334.40	\$0.00	\$334.40

Revenue/Expenditure Detail

Options: Fund: 60, Date Range: 7/1/2024 - 6/30/2025

Transaction	Ref	Prj	Fnc	Obj	Prg	Sbj	Job	Unit	Date	Description	Amount
Project - 885 CHILD NUTRITION CLEARING											
975 KIPP TULSA											
										Begin Balance	\$0.00
Receipt	35	885	1710		700			975	8/27/2024	EMS LINQ SV9T	\$20.00
Receipt	35	885	1710		700			975	8/27/2024	EMS LINQ SV9T - need back	\$0.00
Receipt	44	885	1710		700			975	9/3/2024	DEPOSIT BRANCH	\$5.00
Receipt	49	885	1710		700			975	9/12/2024	DEPOSIT BRANCH	\$10.00
Receipt	55	885	1710		700			975	9/17/2024	EMS LINQ SV9T	\$52.00
Receipt	69	885	1710		700			975	9/27/2024	SQUARE	\$4.92
Receipt	71	885	1710		700			975	9/30/2024	SQUARE	\$4.77
Receipt	76	885	1710		700			975	10/1/2024	EMS LINQ SV9T	\$18.00
Receipt	86	885	1710		700			975	10/11/2024	deposit branch need info	\$0.00
Receipt	86	885	1710	000	700	0000	000	975	10/11/2024	DEPOSIT BRANCH	\$15.00
Receipt	88	885	1710		700			975	10/16/2024	EMS - need backup	\$0.00
Receipt	89	885	1710		700			975	10/16/2024	ems linq	\$0.00
Receipt	93	885	1710		700			975	10/29/2024	ems need info	\$0.00
Receipt	94	885	1710		700			975	10/29/2024	EMS LINQ SV9T	\$20.00
Receipt	94	885	1710		700			975	10/29/2024	ems need info	\$0.00
Receipt	102	885	1710	000	700	0000	000	975	11/1/2024	SQUARE	\$3.83
Receipt	103	885	1710	000	700	0000	000	975	11/1/2024	DEPOSIT BRANCH	\$40.30
Receipt	106	885	1710	000	700	0000	000	975	11/5/2024	EMS LINQ SV9T - need back	\$0.00
Receipt	106	885	1730	000	700	0000	000	975	11/5/2024	EMS LINQ SV9T - need back	\$0.00
Receipt	107	885	1710	000	700	0000	000	975	11/5/2024	EMS LINQ SV9T - need back	\$0.00
Receipt	107	885	1730	000	700	0000	000	975	11/5/2024	EMS LINQ SV9T - need back	\$0.00
Receipt	110	885	1710	000	700	0000	000	975	11/13/2024	EMS LINQ SV9T - need back	\$0.00
Receipt	110	885	1730	000	700	0000	000	975	11/13/2024	EMS LINQ SV9T - need back	\$0.00
Receipt	112	885	1710	000	700	0000	000	975	11/19/2024	SQUARE	\$104.01
Receipt	115	885	1710	000	700	0000	000	975	11/21/2024	SQUARE	\$4.77
Receipt	116	885	1710	000	700	0000	000	975	11/22/2024	SQUARE	\$97.30
Receipt	125	885	1710	000	700	0000	000	975	11/22/2024	DEPOSIT BRANCH	\$10.00
Receipt	129	885	1710	000	700	0000	000	975	11/26/2024	EMS LINQ SV9T	\$167.20
Receipt	129	885	1710	000	700	0000	000	975	11/26/2024	EMS LINQ SV9T - need back	\$0.00
Receipt	137	885	1710	000	700	0000	000	975	12/6/2024	SQUARE	\$50.06
Receipt	144	885	1990	000	900	0000	000	975	12/6/2024	DEPOSIT BRANCH	\$5.00
Receipt	157	885	1710	000	700	0000	000	975	12/17/2024	EMS	\$506.40
Receipt	159	885	1990	000	900	0000	000	975	12/18/2024	DEPOSIT BRANCH	\$110.00
Receipt	162	885	1710	000	700	0000	000	975	12/20/2024	SQUARE	\$124.30
Receipt	163	885	1710	000	700	0000	000	975	12/20/2024	SQUARE	\$31.75
Receipt	175	885	1710	000	700	0000	000	975	1/13/2025	DEPOSIT BRANCH	\$10.00
Receipt	194	885	1710	000	700	0000	000	975	1/28/2025	DEPOSIT BRANCH	\$15.00
Receipt	199	885	1710	000	700	0000	000	975	1/30/2025	SQUARE	\$4.77
Receipt	201	885	1710	000	700	0000	000	975	1/31/2025	LUNCHTIME SOFTWARE	\$120.00
Receipt	212	885	1710	000	700	0000	000	975	2/7/2025	LUNCHTIME SOFTWARE	\$60.00
Receipt	215	885	1710	000	700	0000	000	975	2/14/2025	LUNCHTIME SOFTWARE	\$100.00
Receipt	219	885	1710	000	700	0000	000	975	2/27/2025	SQUARE	\$2.33
Receipt	226	885	1710	000	700	0000	000	975	3/3/2025	SQUARE	\$4.77
Receipt	231	885	1710	000	700	0000	000	975	3/7/2025	LUNCHTIME SOFTWARE	\$50.00
Receipt	236	885	1710	000	700	0000	000	975	3/14/2025	LUNCHTIME SOFTWARE	\$100.00
Receipt	250	885	1710	000	700	0000	000	975	4/4/2025	LUNCHTIME SOFTWARE	\$264.00
Receipt	255	885	1710	000	700	0000	000	975	4/11/2025	LUNCHTIME SOFTWARE	\$100.00
Receipt	297	885	1710	000	700	0000	000	975	5/7/2025	DEPOSIT BRANCH	\$0.00
Receipt	297	885	1710	000	700	0000	000	975	5/7/2025	DUE TO GENERAL/DEPOSIT	\$5.00
Receipt	311	885	1710	000	700	0000	000	975	5/23/2025	DUE T O GENERAL - LUNCHT	\$4.00
Receipt	317	885	1990	000	900	0000	000	975	6/6/2025	LUNCHTIME SOFTWARE	\$164.20
AdjustingEntry	1	885	0000		700			975	7/1/2024	BEGINNING BALANCES	\$5,024.58
AdjustingEntry	1	885	0000		900			975	7/1/2024	BEGINNING BALANCES	\$0.00
AdjustingEntry	1	885	0000	000	900	0000	000	975	7/1/2024	BEGINNING BALANCES	\$6,082.44
Payment	13	885	5600	930	900	0000	000	975	7/1/2024	1593-KIPP TULSA PUBLIC CH	(\$8,802.67)

Revenue/Expenditure Detail

Options: Fund: 60, Date Range: 7/1/2024 - 6/30/2025

Transaction	Ref	Prj	Fnc	Obj	Prg	Sbj	Job	Unit	Date	Description	Amount
Project - 885 CHILD NUTRITION CLEARING											
975 KIPP TULSA											
Payment	20	885	5600	930	900	0000	000	975	9/20/2024	1593-KIPP TULSA PUBLIC CH	(\$23.92)
Payment	173	885	5600	930	900	0000	000	975	7/1/2024	1593-KIPP TULSA PUBLIC CH	(\$311.90)
Payment	183	885	5600	930	900	0000	000	975	4/29/2025	1593-KIPP TULSA PUBLIC CH	(\$154.97)
Payment	233	885	5600	930	900	0000	000	975	7/1/2024	1593-KIPP TULSA PUBLIC CH	(\$373.00)
Cash End Balance											\$3,849.24
Unpaid PO Total											\$0.00
975 KIPP TULSA Accrual End Balance											\$3,849.24
986 HIGH SCHOOL											
Begin Balance											\$0.00
Receipt	31	885	1710		700			986	8/21/2024	SQUARE	\$3.92
Receipt	48	885	1710		700			986	9/10/2024	EMS LINQ SV9T	\$40.00
Receipt	98	885	1710		700			986	10/29/2024	EMS LINQ SV9T	\$180.00
Receipt	107	885	1710	000	700	0000	000	986	11/5/2024	EMS LINQ SV9T	\$20.00
Receipt	107	885	1710	000	700	0000	000	986	11/5/2024	EMS LINQ SV9T - need back	\$0.00
Receipt	111	885	1710	000	700	0000	000	986	11/15/2024	DEPOSIT BRANCH	\$0.56
Receipt	117	885	1710	000	700	0000	000	986	11/22/2024	SQUARE	\$11.78
Receipt	123	885	1710	000	700	0000	000	986	11/22/2024	DEPOSIT BRANCH	\$200.00
Receipt	151	885	1710	000	700	0000	000	986	12/10/2024	EMS LINQ SV9T	\$4.48
Receipt	157	885	1710	000	700	0000	000	986	12/17/2024	EMS	\$8.40
Receipt	268	885	1710	000	700	0000	000	986	4/18/2025	LUNCHTIME SOFTWARE	\$0.00
Receipt	280	885	1710	000	700	0000	000	986	4/24/2025	DEPOSIT BRANCH	\$0.00
Receipt	280	885	1710	000	700	0000	000	986	4/24/2025	DUE TO GENERAL/DEPOSIT	\$111.00
Receipt	304	885	1710	000	700	0000	000	986	5/14/2025	DUE TO GENERAL/DEPOSIT	\$12.20
Receipt	317	885	1990	000	900	0000	000	986	6/6/2025	LUNCHTIME SOFTWARE	\$29.20
Receipt	321	885	1990	000	900	0000	000	986	6/27/2025	DEPOSIT BRANCH	\$26.00
Payment	13	885	5600	930	900	0000	000	986	7/1/2024	1593-KIPP TULSA PUBLIC CH	(\$2,304.35)
Payment	89	885	5600	930	900	0000	000	986	1/22/2025	1593-KIPP TULSA PUBLIC CH	(\$1,734.83)
Payment	233	885	5600	930	900	0000	000	986	7/1/2024	1593-KIPP TULSA PUBLIC CH	(\$12.20)
Payment	233	885	5600	930	900	0000	000	986	6/24/2025	1593-KIPP TULSA PUBLIC CH	(\$111.00)
Cash End Balance											(\$3,514.84)
Unpaid PO Total											\$0.00
986 HIGH SCHOOL Accrual End Balance											(\$3,514.84)
Project - 885 CHILD NUTRITION CLEARING Accrual End Balance											\$334.40
Total Cash End Balance											\$334.40
Total Accrual End Balance											\$334.40