



**BOARD OF DIRECTORS MEETING**

Tuesday, April 17, 2018

6:00 pm – 8:00 pm

Tulsa Honor Academy | 2525 S 101<sup>st</sup> East Avenue

Posted on: \_\_\_\_\_ at \_\_\_\_\_

Posted by: \_\_\_\_\_

**AGENDA**

Action	Item	Lead	Time	
1.	-	Welcome	Kian Kamas, Board Chair	6:00 p.m.
2.	-	Roll Call	Kian Kamas, Board Chair	6:02 p.m.
3.	VOTE	Approval of the Consent Agenda a) Meeting Agenda b) March Meeting Minutes	Kian Kamas, Board Chair	6:03 p.m.
4.	INFO	Findings from the 2016-2017 Annual Audit Report	Representatives from Sanders, Bledsoe, and Hewett	6:05 p.m.
5.	VOTE	Approval of One Page Contract and 2017-2018 Engagement Letter with Sanders, Bledsoe, and Hewett	Representatives from Sanders, Bledsoe, and Hewett	6:20 p.m.
6.	VOTE	Approval of Application for Temporary Appropriations for 2017-2018	Representatives from Sanders, Bledsoe, and Hewett	6:25 p.m.
7.	VOTE	Approval of Updated 2018-2019 THA Calendar	Elsie Urueta Pollock, Head of School	6:30 p.m.
8.	VOTE	Approval of Contract with WenGage	Gustavo Ibarra, Director of Operations	6:35 p.m.
9.	INFO	Discussion and Update on THA High School Expansion	Elsie Urueta Pollock, Head of School	6:40 p.m.
10.	INFO	Discussion of the 2018-2019 Facilities	Elsie Urueta Pollock, Head of School	6:50 p.m.
11.	INFO	Head of School’s Report	THA Leadership Team	6:55 p.m.
12.	INFO	Committee Updates and Status of Key 30-60-90 Day Action Items a) Finance Committee b) Development Committee c) Academic Achievement Committee d) Governance Committee	Committee Chairs	7:05 p.m.
13.		New Business		7:15 p.m.
14.		Adjourn	Kian Kamas, Board Chair	7:16 p.m.

**ATTACHMENTS**

- A. November Meeting Minutes
- B. One Page Contract and 2017-2018 Engagement Letter with Sanders, Bledsoe, and Hewett
- C. Application for Temporary Appropriations for 2017-2018
- D. Updated 2018-2019 THA Calendar
- E. WenGage Contract



# TULSA HONOR ACADEMY 2018-2019 Academic Calendar

JULY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
16 PDD / 0 RCPU / 0 ID						

AUGUST						
S	M	T	W	Th	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
4 PDD / 0 RCPU / 19 ID						

SEPTEMBER						
S	M	T	W	Th	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
1 PDD / 0 RCPU / 18 ID						

IMPORTANT DAYS	
<b>July 2018 - August 2018</b>	
July 10-August 6:	Summer PD
August 7-10:	New Student Orientation & Early Dismissal
August 7:	First Day of School and Day 1 of Quarter 1
<b>September 2018 - October 2018</b>	
September 3:	NO SCHOOL - Labor Day
September 4:	NO SCHOOL for Scholars - Staff PD
October 5:	Last Day of Quarter 1
October 8:	First Day of Quarter 2
October 17:	NO SCHOOL for Scholars - RPCU
October 18-19:	NO SCHOOL - Fall Break
October 22:	NO SCHOOL for Scholars - Staff PD

OCTOBER						
S	M	T	W	Th	F	S
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21	22	23	24	25	26	27
28	29	30	31			
1 PDD / 1 RCPU / 19 ID						

NOVEMBER						
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1 PDD / 0 RCPU / 18 ID						

DECEMBER						
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23	24	25	26	27	28	29
30	31					
0 PDD / 0 RCPU / 15 ID						

<b>November 2018 - December 2018</b>	
November 21-23:	NO SCHOOL - Thanksgiving Break
November 26:	NO SCHOOL for Scholars - Staff PD
December 21:	Last Day of Quarter 2
December 24-January 4:	NO SCHOOL - Winter Break

JANUARY						
S	M	T	W	Th	F	S
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27	28	29	30	31		
1 PDD / 1 RCPU / 16 ID						

FEBRUARY						
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24	25	26	27	28		
1 PDD / 0 RCPU / 19 ID						

MARCH						
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24	25	26	27	28	29	30
31						
1 PDD / 1 RCPU / 14 ID						

<b>January 2019 - February 2019</b>	
January 7:	NO SCHOOL for Scholars - Staff PD
January 8:	First Day of Quarter 3
January 18:	NO SCHOOL for Scholars - RCPU
January 21:	NO SCHOOL - MLK Day
February 1:	NO SCHOOL for Scholars - Staff PD
February 18:	NO SCHOOL - Presidents Day

APRIL						
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28	29	30				
1 PDD / 0 RCPU / 21 ID						

MAY						
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26	27	28	29	30	31	
3 PDD / 1 RCPU / 17 ID						

JUNE						
S	M	T	W	Th	F	S
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23	24	25	26	27	28	29
30						
0 PDD / 0 RCPU / 0 ID						

<b>March 2019 - April 2019</b>	
March 15:	Last Day of Quarter 3
March 18-22:	NO SCHOOL - Spring Break
March 25:	NO SCHOOL for Students - Staff PD
March 26:	First Day of Quarter 4
March 29:	NO SCHOOL for Scholars - RCPU
April 27:	NO SCHOOL for Scholars - Staff PD

- First Day of Quarter
- No School for Students and Teachers/Holidays
- Report Card Pick Up/ No School for Students
- Last Day of Quarter
- Professional Development/No School for Students
- New Student Orientation

<b>May 2019 - June 2019</b>	
May 23:	Last Day of Quarter 4
May 24:	RCPU
May 27:	NO SCHOOL - Memorial Day
May 28-30:	NO SCHOOL for Students - Staff PD
June 10-14:	Summer Tutorials
June 24-28:	Uniform Pick Up for 2018-2019 School Year

Total Instructional Days (ID):	176
Total Professional Development Days (PDD):	31
Total Report Card Pick Up (RCPU):	4
<b>Total Calendar Days:</b>	<b>211</b>



**MUNICIPAL**  
ACCOUNTING SYSTEMS

908 East 35th Street  
Shawnee, OK 74804

Tel: 405.275.5690  
Fax: 405.275.7091  
[www.wengage.com](http://www.wengage.com)

All of us at Municipal Accounting Systems, Inc. would like to thank you for a very productive year. With this year coming to a close, it is once again time to renew your Software Service Agreement(s) for the 2018-2019 school year. We appreciate the opportunity to serve you and look forward to working with you in the upcoming year.

We have enclosed the 2018-2019 Software Service Agreement(s). Please sign and return to our office by May 31, 2018.

If you have any questions regarding your agreement(s), please call 1-800-749-5691 or 405-275-5690.

Thank you for your continued business.

Pam Humphrey  
Municipal Accounting Systems, Inc.



# Software Service Order Agreement

Term of Agreement: 2018-2019 Fiscal Year

**Customer:** TULSA HONOR ACADEMY  
**Addr:** 2525 SOUTH 101ST EAST AVENUE  
 TULSA OK 74129

**October Membership:** 307

**MAS:** MUNICIPAL ACCOUNTING SYSTEMS, INC.

**Addr:** 908 EAST 35TH STREET  
 SHAWNEE, OK 74804

**Phone:** (800)749-5691 **Fax:** (405)275-7091

**Email:** dhumphrey@wengage.com

## Re-Occurring Fiscal Year Charges

Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.

Description	Total
Appropriated Funds	\$2,763.00
Payroll	
- Usage Fee Included In Appropriated Funds	NA
Treasurer	\$875.00
Activity Funds	\$435.00
Personnel	\$875.00
Purchase Requisition	\$875.00
<b>Total 2018-2019 Fiscal Year Charges:</b>	
	<b>\$5,823.00</b>

## Terms and Conditions

- The software charge includes phone support for one (1) designated contact per application. Additional contacts can be added at an additional cost. MAS shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. MAS shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- On-site training (by appointment only) will be charged \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and \$.55/mile roundtrip. Additional time is \$100.00 per hour.
- Customer agrees that MAS shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
- This agreement shall be governed by the Laws of the State of Oklahoma.

## Software as a Service

- Definitions.
  - Application means the software and other material used by MAS to access, configure, and provide the Services.
  - Charges means the fees payable by Customer pursuant to the Software Service Order Agreement.
  - Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
  - Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
  - Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
  - Privacy Policy and Terms of Service means the MAS Privacy Policy and Terms of Service in effect at the time of this Agreement, which is

- Incorporated herein by reference and which is subject to change without notice.
- (g) Service shall have the meaning set forth in the MAS Privacy Policy and Terms of Service.
  - (h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.
  - (i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.
2. Service.
- (a) MAS Obligations. MAS hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; and (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service.
  - (b) Customer Obligations. Customer hereby agrees, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MAS promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require MAS to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii), to accurately represent Customer's use of the Service and data obtained from the Service.
3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and MAS. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.
4. Access to the Service, Attribution, and Charges.
- (a) Customer Accounts. Customer must provide MAS with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.
  - (b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.
5. Availability, Maintenance, and Technical Support.
- (a) Availability & Maintenance. MAS will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
  - (b) Technical Support. Unless otherwise provided in the Service Order Agreement, MAS will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.
6. Intellectual Property Rights.
- (a) MAS Intellectual Property. MAS and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no MAS Intellectual Property Rights are granted to Customer.
  - (b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.
  - (c) Feedback Relating to Services. MAS shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.
  - (d) Derivatives and Compilations of Usage Data. MAS shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.
7. Privacy and Personal Information.
- (a) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at [www.wengage.com](http://www.wengage.com).
8. Term; Termination.
- (a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or MAS.
  - (b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. MAS may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.
  - (c) Breach. MAS may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of MAS's notice to Customer.
9. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."
- (a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to MAS or its third-party licensor (as appropriate), and MAS hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) Information already known or independently developed by Recipient outside the



scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.

- (b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.
(c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.
10. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from MAS to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
11. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 7 ("Privacy and Personal Information"); Section 9 ("Confidential & Proprietary Information"), Section 12 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
12. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
13. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. MAS reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

Prepared By: [Signature]

Date Prepared: 2/12/2018

Accepted By: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

Title: \_\_\_\_\_