



BOARD OF DIRECTORS SPECIAL MEETING

Tuesday, June 26, 2018

6:00 pm – 7:00 pm

Tulsa Honor Academy | 209 S. Lakewood Ave.

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) May Meeting Minutes	Kian Kamas, Board Chair	6:03 p.m.
4.	VOTE	Approval of Contract with Tulsa Public Schools for Lease, Custodial Services, Utilities	Elsie Urueta Pollock, Head of School	6:05 p.m.
5.	VOTE	Approval of Contract with Tulsa Public Schools for Transportation	Elsie Urueta Pollock, Head of School	6:07 p.m.
6.	VOTE	Approval of Contract with Tulsa Public Schools for Child Nutrition Services	Elsie Urueta Pollock, Head of School	6:09 p.m.
7.	VOTE	Approval of Contract with NWEA for Measures of Academic Progress (MAP) Assessments	Elsie Urueta Pollock, Head of School	6:11 p.m.
8.	VOTE	Approval of Contract with EAS Consulting for State Reporting Consulting Services	Elsie Urueta Pollock, Head of School	6:13 p.m.
9.	INFO	Review Quotes from Vendors	Elsie Urueta Pollock, Head of School	6:15 p.m.
10.	VOTE	Approval of the FY19 Budget	Elsie Urueta Pollock, Head of School	6:20 p.m.
11.	VOTE	Approval of Head of School Contract	Kian Kamas, Board Chair	6:25 p.m.
12.	VOTE	Approval of Appointment of Conor Cleary to the Tulsa Honor Academy Board of Directors	Kian Kamas, Board Chair	6:30 p.m.
13.		New Business	Kian Kamas, Board Chair	6:33 p.m.
14.		Adjourn	Kian Kamas, Board Chair	6:35 p.m.

ATTACHMENTS

- A. May Meeting Minutes
- B. TPS Lease Contract
- C. TPS Transportation Contract
- D. TPS CNS Contract
- E. EAS Consulting Contract
- F. FY19 Budget
- G. Head of School Contract



BOARD OF DIRECTORS REGULAR MEETING MINUTES

Tuesday, May 15, 2018

6:00-7:30 p.m.

Tulsa Honor Academy | 2525 S 101st East Avenue

MINUTES

Item 1. Welcome

The Board Chair called the meeting to order at 6:09 p.m.

Item 2. Roll Call

Ben Stewart- Present

Sara Arzu- Absent

Jazi Hiriart- Present *arrived at 6:20 p.m.*

Palmer Johnson- Absent

Kian Kamas- Present

Marvin Lizama- Absent

Lucia Carballo Oberle- Absent

John Senger- Absent

Yolanda Charney- Present

Nancy Carter- Present

Moises Echeverria- Present

Quorum established at 6:20 p.m. All action items undertaken after quorum established.

Item 3. Vote to Approve Consent Agenda.

Motion by Mr. Echeverria, 2nd by Mr. Stewart.

Ben- Yes

Sara- Absent

Moises- Yes

Jazi- Yes

Palmer- Absent

Kian- Absent

Marvin- Absent

Lucia- Absent

John- Absent

Yolanda- Yes

Nancy- Yes

Motion Passed



Item 4. Approval of Contract for Special Education Services with Therapy Works

Mr. Ibarra provided an overview of the item, noting that Therapy Works provides special education services and recommending approval of the contract. The board discussed the need to switch the effective date from September to August.

Mr. Stewart moved, 2nd by Mr. Echeverria.

Ben- Yes
Sara- Absent
Moises- Yes
Jazi- Yes
Palmer- Absent
Kian- Absent
Marvin- Absent
Lucia- Absent
John- Absent
Yolanda- Yes
Nancy- Yes

Motion Passed

Item 5. Approval of Contract for Accounting and Consulting Services with OCAS

Mr. Ibarra provided an overview of accounting services provided by OCAS and recommended approval of the contract.

Mr. Stewart moved, 2nd by Ms. Carter.

Ben- Yes
Sara- Absent
Moises- Yes
Jazi- Yes
Palmer- Absent
Kian- Absent
Marvin- Absent
Lucia- Absent
John- Absent
Yolanda- Yes
Nancy- Yes

Motion Passed



Item 6. Approval of Contract for Preparation of 2018 Tax Return Services with Jenkins and Kemper Certified Public Accountants

Mr. Ibarra provided an overview of the item and recommended approval of the contract.

Mr. Echeverria moved, 2nd by Mr. Stewart.

- Ben- Yes
- Sara- Absent
- Moises- Yes
- Jazi- Yes
- Palmer- Absent
- Kian- Absent
- Marvin- Absent
- Lucia- Absent
- John- Absent
- Yolanda- Yes
- Nancy- Yes

Motion Passed

Item 7. 2019-2019 THA Budget Discussion

Discussion on this item began at 6:10 p.m. prior to quorum being established.

Ms. Urueta provided an update regarding the status of the FY 19 budget. She noted that OPSRC provided feedback on our draft budget on 5/10/18; because this feedback was received so close to the meeting, she has not yet had a chance to incorporate the feedback into a final form. The largest change will be in the salaries portion of the budget. Ms. Urueta noted that we will need to call a special meeting in June to approve the budget, at which time we will also approve the contracts with TPS.

Item 8. Discussion and Update on THA High School Expansion

Ms. Urueta noted that since late April she has been focused on Taste of THA, closing out the school year, and the move to Bell Elementary. She further noted that the application will be a priority during the month of June and July. Ms. Urueta discussed the efforts of a parent group that will be working to support the high school expansion efforts and gather documentation of community support.



Item 9. Discussion of the 2018-2019 Facilities

Ms. Urueta discussed that the move in date is set for Monday, June 18th. The move in date with volunteers will be June 23rd, a Saturday. Ms. Urueta noted that we will need volunteers for this date, and encouraged the board to participate and recruit additional volunteers. On July 9th, the north wing of the building will be complete, allowing THA to finish moving remaining items into their appropriate places. Ms. Urueta noted that TPS will also continue to provide food services for THA at the new location.

Item 10. Head of School's Report

Ms. Urueta introduced four (4) members of the 2018-19 leadership team.

- Emily Clements: Will serve as Dean of Curriculum and Instruction
- Eric Stager: Will serve as Dean of Students
- Alex Webb: Will serve as Principal in training, slated to take over high school the following year
- Dillon Waters: Will serve as Dean of Development and PR

Ms. Freudenheim provided an update on recruitment and hiring efforts, noting that THA had a strong number of returning teachers. She noted that they had just completed the TFA hiring event and could be taking up to (6) TFA teachers.

Ms. Urueta noted that THA was recently accepted into the Anchoring Excellence program. Ms. Urueta also noted that in June THA should hear whether we have received a grant from Charter School Growth Fund.

Item 11. Committee Updates

- Development Committee: Ms. Urueta noted that Taste of THA raised \$29,059.95. She discussed that we are still hoping to receive a match or large donation of some sort.
- Governance Committee: Ms. Urueta noted that Palmer has been reaching out to potential board members.
- Finance Committee: Ms. Carter provided an update on efforts to research new banking services.
- Academic Achievement Committee: No update.

Item 12. New Business

No new business.

Item 13. Adjourn

The meeting adjourned at 6:57 p.m.

LEASE AGREEMENT

This **LEASE AGREEMENT (“Agreement”)** is made this 1st day of July, 2018, by and between **INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY, OKLAHOMA, a/k/a TULSA PUBLIC SCHOOLS (“District”)**, and **TULSA HONOR ACADEMY, INC. (“Tenant”)**.

RECITALS:

A. District is the owner of the real property and Bell Primary School building located at 209 South Lakewood Avenue, Tulsa, Oklahoma 74112 (“Bell Primary Building”). Tenant desires to lease the Bell Primary Building and all improvement thereon and appurtenances thereto, together with the adjoining grounds, playgrounds and parking facilities from the District for the operation of a charter school, all referred to herein as the “Property”, as shown in the site plan attached hereto as Exhibit 1, which incorporated herein by this reference.

B. Upon the terms and conditions herein stated, District desires to lease the Property to Tenant and Tenant desires to lease the Property from District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. **Lease.** Upon the terms and conditions hereinafter stated, District hereby leases the Property to Tenant and Tenant hereby leases the Property from the District.

2. **Term and Renewal.** The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, unless this Agreement is terminated at an earlier date as herein stated. Upon the termination of this Agreement, by lapse of time or otherwise, Tenant agrees to surrender possession of the Property to District in good condition and repair ordinary wear and tear excepted, as well as damage caused by fire or other casualties excepted. This Agreement may be renewed for one year periods by mutual ratification of renewal by the governing boards of District and Tenant on or before June 30th of each year during the term of Charter School Contract between the parties.

3. **Rental.** Tenant shall pay to the District the sum of **Two Thousand Two Hundred Eleven Dollars and Fifty Five Cents (\$2,211.55) per month** on or before the first day of each month for its lease of the Property. This monthly rental payment is calculated by multiplying the square footage of the building and other structures on the Property (44,231 square feet) by five cents (\$0.05) per square foot per month.

4. **Use.** The Property will be used by Tenant as and for a charter school under Tenant’s Charter School Contract with District, and for no other purpose. Tenant agrees that its operations in the Property will be in full and strict compliance with the requirements of applicable state, municipal and federal laws, rules and regulations. If Tenant is required to have a license from any state or local regulatory agency for its operation in the Property, Tenant shall maintain such license in good standing and, in the event of the cancellation, suspension, revocation or surrender of the license,

Tenant shall take prompt action to reinstate such license and shall indemnify and hold District harmless from any liability, cost, damage or expense arising from the cancellation, suspension, revocation or surrender of such license. In any instance under this Agreement in which Tenant agrees to indemnify District, District shall give Tenant prompt notice of any claim asserted against District and shall cooperate with Tenant in the defense against such claim. Tenant and District shall coordinate control over any litigation involving such claim and the settlement of any such litigation. District represents and warrants that the current zoning classification of the property upon which the Property is constructed is zoned for school use. Tenant, at Tenant's expense, will obtain any rezoning or board of adjustment approval required for Tenant's use or alteration of the Property.

5. **Utilities, Maintenance and Grounds Keeping.**

(a) Tenant will pay all charges for gas, water, sewer, electricity, trash, telephone, Internet and other services furnished to the Property or to the Tenant during the term of this Agreement. Tenant shall be solely and directly financially responsible for all costs associated with maintaining said services in Tenant's name.

(b) Tenant, at Tenant's sole cost and expense, shall maintain the Property in good condition and repair, ordinary wear and tear excepted. The District shall not be responsible for or required to make repairs or perform non-structural maintenance, repair or replacement of any type whatsoever, except for electrical, HVAC and plumbing systems. District agrees, at its sole cost and expense, to maintain, repair and replace, if reasonably necessary, all structural components of the Property, including without limitation, the roof and foundation. Repair requests involving electrical, HVAC, plumbing systems and structural components are to be promptly reported to the District's Facilities Maintenance Director.

6. **Custodial Services and Grounds Keeping.** Tenant shall properly dispose of all rubbish and garbage in the trash containers provided by District. District shall perform and provide for all other usual and customary custodial services and grounds keeping reasonably required at the Property for an annual charge of **Fifty Eight Thousand Seven Hundred Dollars (\$58,700.00)**, which consists of \$57,500.00 for custodial services and **\$1,200.00** for grounds keeping. These amounts are subject to annual adjustment upon renewal of the lease. Payments may be made by Tenant in one lump sum at the beginning of the lease term, or in two equal installments of **\$29,350.00** on or before February 1, 2019 and **\$29,350.00** on or before June 1, 2019, or in equal monthly installments on or before the first day of each month. Custodial services shall include minor building upkeep, such as replacing burned-out light bulbs.

7. **Alterations, Additions or Improvements.** No alterations, additions or improvements to the Property may be made by Tenant without the written consent of the District. Tenant must submit a written proposal to the District and receive written approval from the District before beginning any alteration, addition or improvement. A request to make an alteration, addition or improvement to the Property shall be forwarded to the District's Superintendent, who will review the request and make a decision on whether it should be presented to the District's Board of Education for consideration. If the Superintendent determines that the nature and extent of the request does not warrant the Board's attention, then the Superintendent will decide whether to

approve or deny the request, including any requirements or conditions of approval (*e.g.*, proof of appropriate insurance coverage). The Superintendent's decision shall be final and non-appealable. If the Superintendent determines that the nature and extent of the request does warrant the Board's attention, then the request will be placed on the Board's agenda in the manner required by District policy, and the Board will decide whether to approve or deny the request, including any requirements or conditions of approval. The Board's decision shall be final and non-appealable. All approved alterations, additions or improvements will be made at the expense of the Tenant and shall conform in all respects to state and local laws, ordinances and regulations including, without limitation, the current edition of the Building Code. Tenant shall bear the expense of any remedial measures required by the Building Code, the Fire Prevention Code, the Division of the State Architect for public school buildings, or required as a condition for the issuance of a license or Certificate of Occupancy. Tenant shall be responsible for and shall pay for any inspections, permits or fees required, including, but not limited to, any fees charged by the Division of the State Architect. Any alterations, additions or improvements that Tenant has made to the Property shall be property of the District and shall remain with the Property upon termination of this Agreement.

8. **Liens.** Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier, or any other lien, to be filed against the Property arising out of the work performed or alleged to have been performed by, or at the direction of, or on behalf of Tenant or otherwise arising from the acts or omissions of Tenant, to be performed. If any lien or claim for lien is filed, Tenant shall immediately give notice to District and Tenant shall either have the lien or claim for lien released of record or shall deliver to District a bond or other security in a form, content, amount and issued by a company satisfactory to District, indemnifying District against the total amount claimed and all costs and liabilities, including attorneys' fees, which may result from the lien or claim of lien and the foreclosure or attempted foreclosure of the lien. If Tenant fails to have the lien or claim for lien so released or to deliver the bond, within the aforesaid period, District, without investigating the validity of the lien, may, after fifteen (15) days' prior notice to Tenant (if Tenant does not cause such lien to be released or bonded out within such 15-day period), pay or discharge the same, and Tenant shall reimburse District upon demand for the amount so paid by District, including District's associated reasonable expenses, interest and reasonable attorneys' fees.

9. **Liability Insurance and Indemnity.** Tenant shall furnish District with a certificate of public liability and property damage insurance adding the District as an additional insured and providing at least One Million Dollars (\$1,000,000) of combined single limit coverage, with a retention or deductible not to exceed \$10,000.00. Tenant's insurance will be primary over any liability insurance of District. The certificate shall provide for at least ten (10) days' notice to District before cancellation of the policy or reduction of the coverage for any reason, including nonpayment of the premium. Tenant agrees to maintain the above insurance coverage in force and effect during the entire term of this Agreement. In addition to the liability insurance, and not in lieu thereof, Tenant agrees to indemnify and agrees to hold District and its officers and employees harmless (including defense costs) from all claims, demands, actions, fines and proceedings arising from or growing out of Tenant's use of the Property, except this indemnity shall not apply to claims, demands, actions, fines and proceedings, to the extent asserted against or arising out of services which District is obligated to provide (by regulation or contractually) on behalf of Tenant's program(s), or due to the negligence or willful misconduct of District. District shall be liable to Tenant for all costs and expenses incurred by Tenant due to a claim by a third party that is due to the

negligence or willful misconduct of District, except this provision shall not apply to the extent the liability is due in any way to the negligence or willful misconduct of Tenant. All property of Tenant at the Property shall be there at Tenant's sole risk and District will not be liable for any loss, theft, damage, destruction of, vandalism to or disappearance of Tenant's property at the Property from any cause or event except to the extent such loss, theft, damage, destruction of, vandalism to or disappearances of Tenant's property is due to the negligence or willful misconduct of District, its agents, employees or contractors.

10. **Security System and Services.** Tenant shall use the Open Options security system and the fire and intrusion systems that are at the Property and owned by the District. Tenant shall pay the following monthly charges to the District for Tenant's use of these systems:

- (a) \$40 per month for monitoring of alarms/fire and intrusion on a 24/7 basis;
- (b) \$60 per month for 24/7 response to site by alarm tech and all costs involved to install replacement panels, sensors and cabling, securing of building if necessary and serving as a witness in court when necessary; and
- (c) \$60 per month for the creation of ID cards and data processing, software training, maintenance, monitoring and support for system.

District is also providing a Milestone camera surveillance system (the "Surveillance System") at the Property, which shall be available for Tenant's use at no additional charge. Tenant understands that the District will not routinely monitor video surveillance.

Tenant shall be financially responsible for any damage to the Open Options security system, fire and intrusion systems and Surveillance System caused by the negligent acts or willful misconduct of Tenant, its employees and students. Tenant shall not alter, repair or replace any component of the Open Options security system, the fire and intrusion systems or the Surveillance System, and Tenant understands that doing so could void warranties. Tenant agrees to notify the District of any damage to, or non-functioning component of, the Open Options security system, fire and intrusion systems or Surveillance System within twenty four (24) hours of discovering the damage or non-functioning component. Tenant agrees to fully cooperate with the District's investigation of any damage.

The above costs do not include costs related to any annual fire inspection which may be required by the State Fire Code as it relates to education institutions or by the City of Tulsa Fire Marshal's office. When such fire related security equipment is identified as deficient through an official inspection, then the repair or replacement of deficient materials or equipment will be completed at the expense of the District. The definition of equipment related to fire security is inclusive of all items related to fire suppression, warning and notification with the exception of fire extinguishers. Inspection and regular maintenance of all fire extinguishers within the building is the responsibility of the District. Tenant acknowledges and agrees that the fire alarm and intrusion alarm systems require separate, active hardwire telephone lines in order to function. Pursuant to Section 5 of this Agreement, Tenant is solely responsible for paying for and maintaining all telephone services to the Property including, without limitation, those required for fire and intrusion monitoring, during the term of this Agreement. District shall have no responsibility to monitor fire and/or intrusion

alarms that are not active and fully functioning, provided the failure of such alarms to be active and fully functioning is directly due to Tenant's failure to provide and maintain the necessary telephone services at the Property.

11. **Property Insurance.** The Property is insured by the District against loss or damage by fire and the hazards covered by broad form and extended coverage insurance. On or before July 31, 2018, Tenant agrees to pay to District a sum not to exceed \$1,939 toward the cost of insuring the Property. This amount is based on the cost of a \$25,000 buy down of the District's \$100,000 insurance deductible on the Property, taking into consideration the square footage of the building and other structures on the Property. This amount is subject to change at each annual renewal of this Agreement. The parties agree that Tenant does not have an insurable interest in the Property, including any alterations, additions or improvements thereto. Tenant understands and agrees that the District's insurance does not cover contents and personal property of Tenant. Tenant is solely responsible for insuring all of the contents and personal property belonging to it.

12. **Damage by Fire or Other Casualty.** (a) If all or any portion of the Property is damaged by fire or other casualty, District shall file all necessary proofs of claim and negotiate the loss with its insurer(s). The proceeds of said insurance applicable to the building and improvements shall be paid solely to the District and shall be disbursed by the District as necessary in restoring the buildings and improvements, and, at Tenant's option, to conform to Tenant's new and revised design as may be approved in writing by the District. If and to the extent necessary, and to the extent District has vacant premises, District shall provide space for Tenant to hold school until the building has been restored or rebuilt, subject to the parties reaching a mutually agreeable contract for lease of the new space, provided that the cost per square foot under the new lease is not more than the then current Lease Agreement at the time of the casualty.

(b) If the Property is determined to be destroyed or substantially damaged, either Tenant or District can terminate this Lease. The Property shall be deemed to be "substantially damaged" if, by the exercise of reasonable diligence on the part of the contractor or contractors involved, such destruction or damage could not be reasonably expected to be repaired within six (6) months after the occurrence of such damage.

13. **Notices.** Any notices required or contemplated under this Agreement shall be addressed to the parties as follows:

If to the District:

Tulsa Public Schools
Attn: Superintendent
P.O. Box 470208
3027 South New Haven
Tulsa, Oklahoma 74114

With a copy to:

Tulsa Public Schools
P.O. Box 470208
3027 South New Haven Ave.
Tulsa, Oklahoma 74114
Attn: Staff Attorney

If to the Tenant:

Tulsa Honor Academy
209 South Lakewood Avenue
Tulsa, OK 74112

Frederic Dorwart Lawyers
124 E. 4th Street
Tulsa, Ok 74103
Phone: (918) 583-9922
Fax: (918)583-9958

All notices shall be sent certified mail, return receipt requested. Notices mailed in accordance with the foregoing shall be deemed to have been delivered five (5) days after deposit in the U.S. Mail at Tulsa, Oklahoma.

14. **Tenant's Default.** (a) The following shall constitute events of default on the part of Tenant:

(i) Tenant's discontinuance of its charter school program or the termination of the Charter School Contract between Tenant and District; or

(ii) Tenant's failure to perform any material obligation to District arising under this Agreement within thirty (30) days after notice from District, specifying with particularity the obligation in which District claims that Tenant is in default; *provided however*, if the deficiency is of a nature which cannot be reasonably expected to be cured within thirty (30) days, Tenant shall commence appropriate curative action within such thirty (30) day period and carry such curative action forward diligently until completing such curing, and in the event of such curing, in accordance with the provisions of this sentence, District shall not have the right to terminate this Agreement.

(b) Upon the occurrence of an uncorrected event of default, after notice and opportunity to cure as aforesaid, District shall have the right to terminate this Agreement and Tenant's rights hereunder, including the right to occupy the Property, provided that Tenant shall have no less than thirty (30) days and no more than sixty (60) days to evacuate the building. If District terminates this Agreement, District is immediately responsible for placing the students in other District schools. Tenant may terminate this Agreement for any reason upon ninety (90) days' written notice to District.

15. **Assignment and Subletting.** Tenant shall **not** sublease the Property or assign or otherwise transfer or permit the transfer of this Agreement or the interest of Tenant in this Agreement, in whole or in part, by operation of law, court decree or otherwise, without the prior written consent of District. Tenant shall not permit the use or occupancy of the Property or any portion thereof by anyone other than Tenant and persons (including employees, children, parents and guardians) participating in Tenant's programs or participating in the operation of the Property by

Tenant and Tenant contractors. Tenant's use of the Property for after school programs, meetings, clubs, community use and other like programs are not considered assignment or subletting.

16. **Holding Over.** Any holding over by Tenant beyond the expiration of the term of this Lease shall constitute a tenancy at will.

17. **Non-Discrimination.** Tenant agrees that it will not discriminate on the basis of race, color, religion, age, national origin, genetic information, gender or handicapped condition in the conduct of Tenant's programs conducted on the Property.

18. **Risk of Loss.** District shall have no responsibility for, and Tenant assumes the entire risk of, any loss of, damage to, destruction or disappearance of any of Tenant's property in the Property, except for loss, damage or destruction caused by the negligence or willful misconduct on the part of District, its agents, employees or contractors. Tenant understands that District does not and will not maintain any casualty or other insurance on Tenant's property. Except to the extent of District's express obligations set out in this Agreement, Tenant waives any right of subrogation on behalf of its insurance carrier against District for any loss of, damage to, destruction or disappearance of Tenant's property in the Property.

19. **Venue / 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. Any lawsuit related to or arising out of this Agreement shall only be brought in the District Court of Tulsa County, Oklahoma or the United States District Court 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.

20. **Approvals and Consents.** In all instances in this Agreement in which any matter is subject to the agreement of both parties or to the approval or consent of either party, both parties agree that such approval or consent will not be unreasonably withheld, conditioned or delayed.

21. **Miscellaneous.**

(a) This Agreement, including all referenced attachments and 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 Agreement. The parties have jointly prepared this Agreement; accordingly, this Agreement shall not be construed more or less favorably with respect to either party. This Agreement may not be modified or amended orally, but only by an instrument in writing, duly authorized and executed by the parties to this Agreement.

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

(c) No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.

(d) This Agreement shall be binding upon the parties and their respective successors and assigns.

(e) Time is the essence of the obligations of the parties herein.

(f) 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 Lease Agreement as of the date last executed below.

**INDEPENDENT SCHOOL DISTRICT
NO. 1 OF TULSA COUNTY, OKLAHOMA,
a/k/a Tulsa Public Schools:**

TULSA HONOR ACADEMY, INC.:

By: _____
Suzanne Schreiber, President

By: _____
Kian Kamas, Chairman

Date: _____

Date: _____

Approved as to Form: RMG

“TENANT”

“DISTRICT”

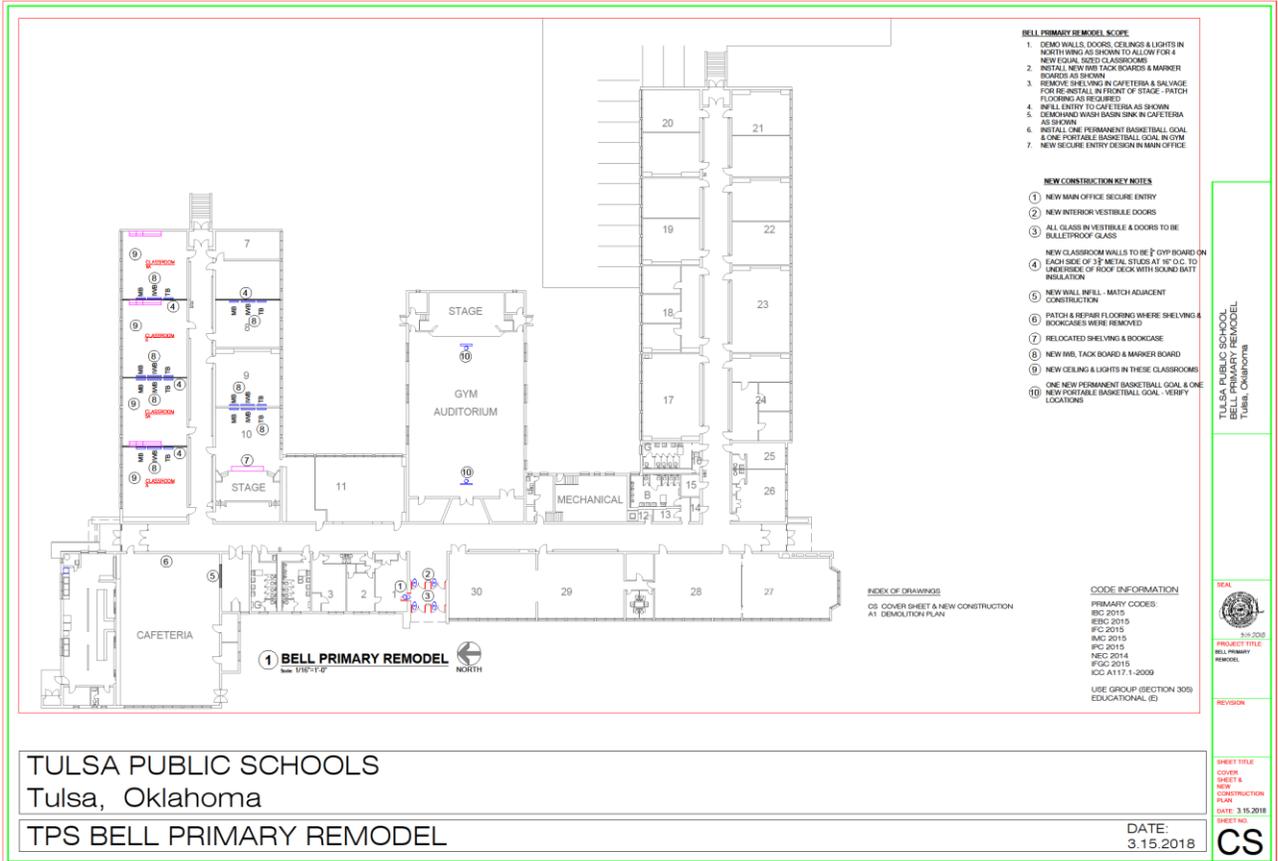


Exhibit 1

STUDENT TRANSPORTATION CONTRACT

THIS STUDENT TRANSPORTATION CONTRACT (“Contract”) is made and entered into this 1st day of July, 2018, by and between **TULSA HONOR ACADEMY, INC. (“THA”)**, and **INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY, OKLAHOMA, a/k/a TULSA PUBLIC SCHOOLS (the “District”)**.

RECITALS:

A. THA desires to enter into this Contract with the District whereby the District will provide transportation equipment (“Buses”) and bus operators (“Drivers”) to transport the District students who are enrolled in THA’s programs from District campuses to a THA campus, and return the students to a District campus.

B. The District has available sufficient Buses and Drivers to provide the transportation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties agree as follows:

1. **Transportation Dates.** The transportation to be furnished by the District under this Contract will commence on August 7th, 2018, and will terminate on May 23rd, 2019.

2. **Compensation.** THA will pay the District up to Ninety-Six Thousand Dollars (\$96,000) (the “Contract Amount”) for transportation services during the School Year. The amount may be modified on the basis of a written request for route change or other modifications submitted by THA and agreed to by the District. Up to one-half of the Contract Amount will be billed to THA by the District at the end of the first semester of the 2018–19 School Year, and up to the remainder of the Contract amount will be billed at the end of the second semester of the 2018–19 School Year. The District’s invoices will be paid within fifteen (15) days after receipt by THA. Agreed modifications of the Contract Amount will be reflected in the semester billing. Unless so modified, the Contract Amount shall not exceed Ninety-Six Thousand Dollars (\$96,000), 3 routes, 30,000 annual miles, or 175 school days.

3. **Buses.** All Buses provided by the District for the performance of this Contract will comply with all federal and state laws, rules and regulations applicable to transportation equipment used to transport school children including, but not limited to, the rules of the Oklahoma State Department of Education (“OSDE”).

4. **Drivers.** All Drivers operating the Buses will have current unrestricted licenses to operate transportation equipment used to transport school children and will be in compliance with all federal and state laws, rules and regulations including, but not limited to, the rules and regulations of the Oklahoma Department of Public Safety, the OSDE, including, but not limited to, the requirement for satisfactory annual physical examinations, and the rules and regulations of the Federal Department of Transportation (“DOT”), including drug/alcohol testing.

5. **Removal of Drivers.** The District will not permit any Driver to operate a Bus used in connection with the performance of this Contract if THA reasonably objects to that Driver. Any THA objection to a Driver will be submitted in writing to the District's Director of Transportation or other District staff member designated by the District and will specify THA's objections. Any differences concerning THA's objections will be resolved between THA's designated staff member and the District's designated staff member.

6. **Insurance.** At all times during this Contract, the District will maintain and have in force at its expense public liability and property damage insurance to cover the negligent acts of the District's employees with limits equal to the District's limits of liability under the Oklahoma Governmental Tort Claims Act. The District will furnish THA with a certificate of insurance designating THA as an additional named insured. In the event of a claim, the District's insurance will be primary over similar insurance carried by THA.

7. **Force Majeure.** The District shall not be liable to THA and there will be no adjustment in the Contract Amount for days on which the District's Buses are unable to operate through no fault of the District, such as adverse weather conditions.

8. **Notices.** Any notices from one party to the other party concerning the Contract shall be in writing and shall be given by certified mail, return receipt requested, or confirmed telecopy or private courier to the parties as follows:

If to THA: Tulsa Honor Academy, Inc.
Attn: Elsie Urueta
10 North Greenwood Avenue #N207
Tulsa, OK 74120

If to District: Tulsa Public Schools
Attn: Transportation Director
1815 North 77th East Avenue
Tulsa, OK 74115

9. **Miscellaneous.** This instrument represents the entire understanding between the parties concerning the subject matter hereof and may be modified on the mutually executed written agreement of the parties, which refers to this instrument. Neither party may assign this Contract.

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

TULSA HONOR ACADEMY, INC.

By: _____
Name: _____
Title: _____

“THA”

**INDEPENDENT SCHOOL DISTRICT NO. 1 OF
TULSA COUNTY, OKLAHOMA, a/k/a TULSA
PUBLIC SCHOOLS**

By: _____
President, Board of Education

Approved as to Form: RMG

“DISTRICT”

**AGREEMENT FOR MEAL SERVICE
TULSA PUBLIC SCHOOLS CHILD NUTRITION SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into as of July 1, 2018, by and between INDEPENDENT SCHOOL NO. 1, OF TULSA COUNTY, OKLAHOMA, commonly referred to as Tulsa Public Schools (the "District") and TULSA HONOR ACADEMY, INC. ("Tulsa Honor Academy"), with an effective date of July 1, 2018. In consideration of the mutual covenants and conditions set forth herein, the District and Tulsa Honor Academy agree as follows:

RECITALS

- A. The District, through its Child Nutrition Services Department, operates a number of food service facilities, providing daily meal service to its students.
- B. On the terms and conditions set forth in this Agreement, the District has agreed to provide meal service for children enrolled in Tulsa Honor Academy on those days that school is in session for Tulsa Honor Academy students during the 2018-2019 fiscal year.

SECTION 1-DISTRICT OBLIGATIONS

- 1.1 District agrees to furnish menued meals to Tulsa Honor Academy during the Tulsa Honor Academy 2018 -2019 school year. A calendar of school days is attached hereto as Exhibit A and incorporated herein by this reference. Meals shall be prepared and served at the Tulsa Honor Academy school site located at 209 South Lakewood Avenue, Tulsa, Oklahoma, as close to the time requested as possible.
 - a. Meals shall be served five (5) days a week (Monday through Friday) during weeks when meal service is provided to Tulsa Honor Academy's students.
 - b. The District will also provide eating utensils/disposable supplies/condiments
 - c. The District shall retain ownership of any kitchen equipment and be responsible for equipment maintenance or replacement.
 - d. Meals shall meet the United States Department of Agriculture requirements for the Child Nutrition Program. District will utilize Food Based Menu Planning.
- 1.2 District agrees to provide the number of meals indicated for the following meal services times:

	Number of Meals	Meal Service Time
Breakfast	400	7:00 -7:45 a.m.

Lunch 400 12:10–12:45 p.m.

Snack 400

1.3 District further agrees to:

- a. Maintain a daily record of each meal served.
- b. Adjust the number of meals requested, provided requests are received by the District prior to 9:00 a.m. daily.
- c. Invoice once monthly for meals provided during the previous month, for which payment is due within 30 days.

SECTION 2-TULSA HONOR ACADEMY OBLIGATIONS

2.1 Tulsa Honor Academy agrees to:

- a. Maintain a daily record of each meal served.
- b. Pay invoices no later than 30 days after receipt of the monthly statement. Checks shall be made payable to "Tulsa Public Schools – Child Nutrition" and delivered to the notice address reflected in Paragraph 6.5 below, or to such other address as may be provided from time to time.
- c. Provide adequate supervision during meal service.
- d. Attend training sessions as required by the District.
- e. Comply with all rules and regulations established from time to time by the District and with any program requirements established by state and federal laws, rules, and/or regulations.

SECTION 3-PAYMENT

3.1 Except as modified by paragraph 3.2, Tulsa Honor Academy agrees to pay the District for meals provided at the following rates:

Standard Meal Pricing:

\$1.71	for each child's breakfast	\$1.71	for each adult breakfast
\$3.61	for each child's lunch	\$3.61	for each adult lunch
\$0.86	for each child's snack		

Special Dietary Meal Pricing:

Student Breakfast	Milk Sub: \$1.90	Level One: \$2.11
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Tulsa, Oklahoma 74115
Fax: (918) 833-8691

If to Tulsa Honor Academy:

Tulsa Honor Academy
209 South Lakewood Ave.
Tulsa, Oklahoma 74112

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

INDEPENDENT SCHOOL DISTRICT

TULSA HONOR ACADEMY, INC

NO 1 OF TULSA COUNTY, OKLAHOMA

By: _____

By: _____

Ms. Suzanne Schreiber
President, Board of Education

Name: _____
Title: _____

"District"

"Tulsa Honor Academy"

Certificate Of Completion

Envelope Id: F622BD5977C647C191176BF9D898825B	Status: Delivered
Subject: NWEA MAP Renewal Quote for your DocuSign Signature	
Source Envelope:	
Document Pages: 1	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Nivarni Narayan
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	121 Northwest Everett Street
	Portland, OR 97209
	nivarni.narayan@nwea.org
	IP Address: 136.147.62.8

Record Tracking

Status: Original	Holder: Nivarni Narayan	Location: DocuSign
6/15/2018 1:24:31 PM	nivarni.narayan@nwea.org	

Signer Events

Signature	Timestamp
Gustavo Ibarra	Sent: 6/15/2018 1:25:05 PM
gibarra@tulsahonoracademy.org	Viewed: 6/15/2018 1:29:46 PM
Director of Operations	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Accepted: 6/15/2018 1:29:46 PM	
ID: 10983579-fb04-4972-b31b-5e53e9659831	

In Process

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

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	6/15/2018 1:25:05 PM
Certified Delivered	Security Checked	6/15/2018 1:29:47 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, NWEA (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.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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 NWEA:

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: salesoperations@nwea.org

To advise NWEA 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 salesoperations@nwea.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 NWEA

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 salesoperations@nwea.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 NWEA

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 salesoperations@nwea.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..

Systems Required for Signing

Most modern computers will work just fine with DocuSign. But just to be thorough, below are the minimum system requirements needed to sign with DocuSign.

Browsers:

- Internet Explorer (Windows Only) 8.0 or above - compatibility mode is supported only for 9.0 and above
- Windows Edge Current Version
- Mozilla Firefox Current Version
- Google Chrome Current Version

Note:

Pre-release (e.g., beta) versions of operating systems and browsers are not supported

Mobile Signing:

- Apple iOS 7.0 or above
- Android 4.0 or above

Enabled Security Settings:

- Allow per session cookies

Recommended Screen Resolution:

- 1024 x 768

PDF Reader:

- Acrobat Reader or similar software might be required to view PDFs

** 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 RECORD AND SIGNATURE 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 NWEA 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 NWEA during the course of my relationship with you.



Measuring What Matters™

Schedule A

Company Address: 121 NW Everett Street
Portland, OR 97209

License Start Date: 07/01/2018
License End Date: 06/30/2019

Prepared By: Nivarni Narayan
Phone: 503-548-5060
Email: nivarni.narayan@nwea.org

Bill To Name: Tulsa Honor Academy Charter
School
Bill To Address: 2525 South 101st East Ave.
Tulsa, OK 74129

Created Date: 06/15/2018
Quote Number: 00006800
Partner ID: 12333

Contact Name: Gustavo Ibarra
Phone: (918) 833-9420
Email: gibarra@tulsahonoracademy.org

Ship To Name: Tulsa Honor Academy Charter
School
Ship To Address: 2525 South 101st East Ave
Tulsa, OK 74129

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth Math, Reading, & Language	\$13.50	\$12.50	448	\$5,600.00	\$448.00
MAP Growth Science (Add-On)	\$2.50	\$2.50	448	\$1,120.00	\$0.00

Quote Discount \$448.00
Grand Total \$6,720.00

In Process

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

Further, you grant permission to NWEA to provide aggregate de-identified student level data reports to OPSRC for the 2017-18, 2018-19 and 2019-20 school years. If there is any conflicting term between this Schedule A or the linked terms located at <https://legal.nwea.org/us-master-subscription-agreement.html>, the terms in this Schedule A will prevail.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____ Printed Name: Gustavo Ibarra

Date: _____ Title: Director of Operations

CONTRACT

THIS AGREEMENT (“Agreement”) is made and entered into between TULSA HONOR ACADEMY, an Oklahoma not for profit corporation (“THA”), and EAS Consulting, Inc., an Oklahoma for Profit Corporation (“EAS”).

RECITALS:

- A. WHEREAS, THA operates a charter school within the Tulsa Public School District and wishes to engage the services of EAS to provide certain federal programs, special education, and child nutrition accreditation consulting services.
- B. WHEREAS, EAS is qualified to provide federal programs, special education, and child nutrition and accreditation consulting services.
- C. WHEREAS, the parties desire to enter into an agreement whereby THA will retain EAS to perform the services described below on the terms and conditions stated in this agreement.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein contained, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I ENGAGEMENT OF EAS

- 1.1 Engagement of EAS. THA hereby engages EAS to perform the services set forth below, and EAS hereby accepts such engagement upon the terms and conditions hereinafter set forth.
- 1.2 Services: During the term of this Agreement, EAS agrees to provide certain federal programs, special education and child nutrition administrative services as requested by THA, including without limitation, the following specific services as requested by THA in connection with this Agreement (collectively the “Services”).
 - 1.2.1 Federal Programs Management for all Federal Programs to include assistance with the planning, application, program development, budgets, budget justifications, program claims, program reviews, program implementation, and evaluation.

- 1.2.2 Special Education Services to include assistance with planning, budgeting, program review, evaluation of maintenance of effort.
 - 1.2.3 Child Nutrition Services to include management of the paperwork necessary for planning and preparation of the application, claim submissions, and evaluation of the Child Nutrition Program.
 - 1.2.4 Consultation for all matters related to program accreditation and its requirements according to the laws and regulations of the State of Oklahoma to include the Application for Accreditation; First Quarter Statistical Report and Class Size Audit, if required; Annual Statistical Report; Flexible Benefit Allowance, and assistance in preparation for the annual Accreditation visit.
 - 1.2.5 It is understood (i) that such Services are based in part upon financial and other data provided to EAS by THA, and (ii) that EAS's analysis and recommendations will be based solely on the data provided by THA, and (iii) that recommendations are intended to be advisory in nature, and (iv) that THA is responsible to make all final decisions with respect to the administration of the Services described in Section 1.2 and its subparts.
- 1.3 Performance Standards. EAS shall determine its means and methods of providing Services pursuant to this Agreement, consistent with applicable laws, regulations and policies of THA.
- 1.4 Independent Contractor Status. It is mutually understood that EAS and THA are at all times acting and performing as independent contractors. EAS shall be solely responsible for the payment of unemployment compensation, worker's compensation, and any income, occupational, F.I.C.A. or other taxes, assessments, interest or penalty of any kind whatsoever assessed by any governmental agency or entity which may pertain to any monies earned, collected, paid or charged by or to EAS (or any of its employees or agents) pursuant to this Agreement, neither EAS nor any of its employees or agents shall have any claim under this Agreement or otherwise against THA, its parent or any successor or assign for any employee benefits of any kind. No relationship, other than independent contractor status, is created between the parties. Neither party has any rights as agent, employee, joint venture or partner in the business of the other.
- 1.5 EAS Compliance. EAS specifically agrees to observe, comply with and be bound by all regulations, policies and procedures of general application to individuals and companies under contract with THA as may be adopted and/or amended from time to time during the term of this Agreement, which regulations, policies and procedures may address administrative matters,

legal compliance matters and other matters pertinent to EAS's obligations to THA, including the Standards of Conduct Manual and affirmative action requirements, if any. EAS agrees to execute simultaneously with this agreement an affidavit in the form attached hereto as Exhibit A.

ARTICLE II INVOICE AND COMPENSATION

- 2.1 Compensation. THA agrees to compensate EAS for Services rendered at the annual rate of Eighteen Thousand Dollars (\$18,000), payable at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month, to be paid by THA on the 1st of the month for the prior month's Services and mailed to EAS by the 15th of each month.

ARTICLE III INDEMNIFICATION

- 3.1 Indemnification-THA. THA agrees to defend, indemnify and hold EAS and its affiliates harmless from and against any occurrence, liability, judgment, claim, award, cost of defense (including reasonable attorneys' fees) expense or other responsibility or cost of any nature whatsoever arising (or previously having arisen) derivatively out of any intentional act, negligence, or other act or omission of THA in connection with the provision of Services under this Agreement.

ARTICLE IV TERM AND TERMINATION

- 4.1 Term. The term of this Agreement shall commence on July 1, 2018 and shall remain in full force and effect through June 30, 2019, ("Initial Term"), subject to the termination provisions set forth below. Unless either party gives written notice of nonrenewal to the other party at least thirty (30) days prior to the end of the Initial Term or of any renewal term, this Agreement shall be automatically renewed for additional periods of one (1) year each. The Initial Term and any renewal terms of this Agreement are referred to herein as Term in this Agreement.
- 4.2 Termination. This Agreement may be terminated by THA, with or without cause, by providing EAS thirty (30) days prior written notice of its intent to terminate this Agreement. Contractor may terminate this Agreement, with or without cause, by providing THA with at least thirty (30) days prior written notice of its intent to terminate this Agreement. In the event EAS gives notice of termination in compliance with this Section, THA shall have the right in its sole discretion to immediately terminate the continued

provision by EAS of the Services prior to the termination date specified in the notice.

- 4.3 Effect of Termination. In the event this Agreement is terminated, all monies due shall be paid according to the terms of this Agreement for Services provided through the effective date of termination.

ARTICLE V MISCELLANEOUS

- 5.1 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.
- 5.2 Confidentiality. Each party (the “Disclosing Party”) may, in the course of the relationship established by this Agreement, disclose to the other party in confidence non-public information concerning utilization management procedures, finances, and such party’s earnings, volume of business, methods, systems, practices, plans, employee information and other Proprietary Information as well as confidential information related to THA students and employees (collectively, “Confidential Information”). Each party acknowledges that the Disclosing Party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to which Confidential Information is disclosed shall use its best efforts, consistent with the manner in which it protects its own Confidential Information and pursuant to all applicable laws and regulations, to preserve the confidentiality of any such Confidential Information which such party knows or reasonably should know that the Disclosing Party deems to be Confidential Information or is considered confidential under applicable laws and regulations. Neither party shall use for its own benefit or disclose to third parties any Confidential Information of the other party without such other party’s written consent.
- 5.3 Access to Books and Records. Both parties agree to provide access to their THA books and records to the other party. All other information obtained by either party in the performance of this Agreement relating to the other party’s costs, pricing methods, concepts and practices or delivering services shall be deemed confidential information and neither party shall disclose such information to any other persons or entity without the express written consent of the other. The mutual covenants contained in this Section shall survive the termination of this Agreement.
- 5.4 Amendments. Except as otherwise provided in this Agreement, no amendment to this Agreement shall be valid unless it is in writing and signed by the parties.

- 5.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to its conflict of laws provisions.
- 5.6 Waiver. The waiver by either party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement.
- 5.7 Notices. All notices shall be deemed received on the day personally delivered, or on the second day after mailing, certified or registered, return receipt requested, to the addresses reflected on this signature page, or to such addresses as the parties shall respectively by notice designate.
- 5.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors.
- 5.9 Headings. All article, section or paragraph titles or captions in this Agreement are for convenience only and are not deemed part of the content of this Agreement.
- 5.10 Survival. Notwithstanding any provision of this Agreement to the contrary, Sections 4.3 Effect of Termination; 5.3 Access to Books and Records; 5.5 Governing Law; 5.7 Notices and this Section 5.10 Survival, shall survive the termination of this Agreement.
- 5.11 Non-Discrimination. The provisions of Executive Order 11246, as amended by Executive Order 11375 and 11141 as supplemented in Department of Labor regulations (41 CFR Part 60 et seq.) are incorporated into this Agreement to the extent applicable and must be included in any subcontracts awarded involving this Agreement. The parties certify that all Services are provided without discrimination against any employee or student because of age, race, color, religion, sex, national origin, disability or veteran status. In addition, the parties agree to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974 to the extent applicable. EAS's noncompliance with this nondiscrimination clause may result in immediate termination of this Agreement. In such event, EAS may reinstate EAS's agreement with THA only upon demonstration of satisfactory proof of EAS's compliance with these non-discrimination provisions.

IN WITNESS WHEREOF, the parties have executed this **14th** day of **June**, 2018.

THA: TULSA HONOR ACADEMY,
an Oklahoma not for profit corporation

By: _____
Authorized Representative

Notice Address:
2525 South 101st East Ave.
Tulsa, Oklahoma 74129

EAS: EAS CONSULTING, INC.,
an Oklahoma for Profit Corporation

By: _____
Authorized Representative

Notice Address:
P.O. Box 30842
Edmond, Oklahoma 73003
(405) 833-0734

Tulsa Honor Academy		
FY19 (2018-2019) Budget		
REVENUE		
Local Sources		
Contributions & Donations Committed	\$ 490,000	Donations from CLSFF, GKFF, HFF, and individual donor: see Detailed Assumptions Page
Taste of THA	\$ 50,000	Based on last year's revenue from the event
Other Miscellaneous Funds	\$ 27,060	Based on last year's revenue of \$20,000 total, \$66 per pupil
Total Local Sources	\$ 567,060	
State Per Pupil Allocation		
Total Enrollment	\$ 1,402,610	
7th-8th Grade Enrollment	\$ 136,840	
SPED	\$ 84,157	
Gifted and Talented	\$ 35,767	
Bilingual	\$ 262,989	
RFL	\$ 333,120	
Transportation	\$ 15,045	
Total State Per Pupil Allocation	\$ 2,270,528	See Detailed Assumptions Page
Other State Allocations		
Certified Health Allowance (FBA)	\$ 271,274	\$594.90 per month per staff member
Text Books	\$ -	State funds depleted
Total Other State Allocation	\$ 271,274	
Federal Sources		
Federal Breakfast and Lunch	\$ 352,600	\$860 per scholar (based on last year's allocation of \$869.65 per scholar)
Title I and II	\$ 101,680	\$248 per scholar (based on last year's allocation of \$250.14 per scholar)
SPED Flow Through	\$ 41,820	\$102 per scholar (based on last year's allocation of \$103.61 per scholar)
Total Federal Sources	\$ 496,100	
TOTAL REVENUES	\$ 3,604,962	
EXPENSES		
Salaries, Benefits, and Taxes		
Total Salaries	\$ 1,762,917	See Detailed Assumptions Page
OK Employee Group Insurance (FBA)	\$ 271,274	tied to Cert. Allowance FBA
Fica and Medical	\$ 128,514	7.65% of total salaries
401K Plan	\$ 50,397	we match \$.50 to every \$1 invested up to 6% (maximum of 3% of total salaries)
Total Benefits and Taxes	\$ 2,213,102	
Materials and Supplies		
Furniture	\$ 34,350	See Detailed Assumptions Page
Paper/Copy/Instructional Supplies	\$ 128,946	See Detailed Assumptions Page
Books	\$ 15,000	Will purchase \$12,500 for books in July, budgeting \$2,500 for replacing books
Total Materials and Supplies	\$ 178,296	
IT		
Monthly Support	\$ 25,800	\$2,150 per month
Staff Computers	\$ 7,000	\$700 per new FTE
Student Computers	\$ 22,400	\$200 per student computer, 112 computers to get to 1:1 student computer ratio
Other Electronics	\$ 4,100	\$10 per scholar... this includes headphones, thumb drives, mice, extension cords, etc.
Total IT Cost	\$ 59,300	
Student Services		
Transportation	\$ 100,000	TPS estimates costs will be around no more than 120,000.
Meals	\$ 358,750	\$875 per scholar (spent \$869.65 per scholar last year)
Total Student Services	\$ 458,750	
SG&A		
2019 Taste of THA	\$ 10,000	
Dues and Fees	\$ 186,026	See Detailed Assumptions Page
Lease, Custodial, Grounds, and Utilities	\$ 86,398	See Detailed Assumptions Page
Office / Administrative Services	\$ 18,000	1500 per month to Steven Huff
Staff Professional Development and Travel	\$ 29,000	See Detailed Assumptions Page
Student Accounting Services	\$ 5,504	Contract with Pearson for PowerSchool, see Detailed Assumptions Page
Professional-Educational Services	\$ 40,752	See Detailed Assumptions Page
Insurance	\$ 17,387	Based on quote from Philadelphia Insurance Company
Financial Audit	\$ 3,000	charge an hourly rate, the sum of which will not exceed \$3,000
General Office Supplies	\$ 9,020	\$22 per scholar (spent \$21 per scholar last year)
Communication Services	\$ 10,200	Cell phone service for THA Leadership Team
Awards, Celebrations, and Other	\$ 9,005	See Detailed Assumptions Page
Surety Bonds	\$ 900	Based off of last year's fee of \$825
Accounting Services	\$ 16,823	See Detailed Assumptions Page
Other General Expenses	\$ 10,000	
Total SG&A	\$ 452,015	
TOTAL EXPENSES	\$ 3,361,463	
CASH POSITION		
Beginning Cash Balance	\$ 100,000	According to most recent budget to actuals
Total Revenue	\$ 3,604,962	
Total Expenses	\$ (3,361,463)	
Ending Cash Balance	\$ 343,499	

LETTER OF AGREEMENT

THIS AGREEMENT is made by and between Tulsa Honor Academy Charter School, hereinafter referred to as “The School,” and Elsie Urueta Pollock, hereinafter referred to as the “Employee.”

1. EMPLOYMENT: The School employs Elsie Urueta Pollock as the Executive Director at Tulsa Honor Academy. Employee accepts employment on the following terms and conditions:
2. TERMS: Except as otherwise provided in paragraph 6 hereof, the School shall employ the Employee for the period July 1, 2018 to June 30, 2019. The Employee must report to school from 8 am to 5 pm, Monday through Friday and a few Saturdays throughout the year (which will be outlined in Summer PD to all staff). This Agreement may be extended automatically for successive periods of one (1) year unless the Board of Directors President notifies the Employee in writing by June 1 of the then current year of her intent to terminate the Agreement as of the end of such year.
3. COMPENSATION: The Employee’s compensation for the Executive Director shall be \$89,303 for the year and shall be paid incrementally during the year at regular payroll periods for the duration of Employee’s employment with the School. If the Employee’s service for the School terminates for any reason prior to the end of the year, the School shall pay the Employee such incremental compensation through the payroll period (and any fraction thereof) coinciding with to the date of termination.
4. BENEFITS: The Employee shall be provided medical benefits from July 1, 2018 to June 30, 2019. The School shall offer medical and dental benefits as offered by the State Department of Education. The School reserves the right to offer different or additional benefits to the Employee.
5. EVALUATION: The Employee shall perform her duties as detailed in this job description and as outlined in the employee handbook, which the Employee acknowledges receipt of by signing this letter. The Board of Directors President and Executive Committee shall meet with the Employee during the year to discuss her job performance and will provide formal annual evaluation of the Employee’s job performance.
6. TERMINATION: As an “at will” contract, the Employee or the School may terminate the agreement with or without cause at any time.

Please indicate your agreement to the foregoing by signing this letter in the space provided below.

By: _____
Employee

By: _____
Board of Directors President

DATE: _____

DATE: _____