



BOARD OF DIRECTORS MEETING AGENDA

TUESDAY, MARCH 21, 2023 | 5:30 PM

Board members will meet in person at 1421 S. Sheridan Rd. Public comments submitted in accordance to our public comments policy will be read prior to the relevant agenda item.

Posted on: Monday, March 20, 2023 at 4:00 PM

Posted by: Madison Curley, Board Clerk

PARTICIPANTS

Board Members

Cynthia Jasso (Board Chair)
Dr. Anna Montgomery (Vice Chair)
Ryan Myers (Treasurer)
Ivan Godinez-Reyes
Ben Stewart
John Gawey
Omare Jimmerson
Ana Ponce
Ashley Chaney
Samantha Aponte

THA Executive Leadership Team

Elsie Urueta Pollock (Chief Executive Officer)
Amanda Yuen (Chief Operations Officer)
Kate Freudenheim (Chief Academic Officer)

AGENDA

	Action	Item	Rationale	Lead	Time
1	-	Welcome		Cynthia Jasso, Board Chair	5:30 PM
2	-	Roll Call		Cynthia Jasso, Board Chair	5:31 PM
3	VOTE	Approval of Consent Agenda a) March Meeting Agenda b) February Meeting Minutes c) February Financial Report d) Routine Staffing Items e) Approval of Summit Monitoring Contract for Lift f) Approval of Middle School Yearbook Contracts with Jostens g) Approval of EAS	a) The meeting's board agenda ensures proper meeting conduct by outlining all matters to be considered by the public body. b) The proceedings of a public body shall be kept by a person so designated by such public body in the form of written minutes which shall be an official summary of the proceedings showing clearly those members present and absent, all matters considered by the public body, and all actions taken by such public body. c) Regular financial reporting enables appropriate board oversight. d) Routine personnel actions implement the various talent strategies and priorities authorized by THA's Board of Directors. All	Cynthia Jasso, Board Chair	5:32 PM

		Consulting, Inc. Contract for Federal Programs Support h) Approval of Prom Contracts (including venue, decorations and photo booth)	salaries are listed as the prorated total based on start date. e) Because the lift will have an emergency phone in it, 24/7 monitoring is required. THA has an existing contract with Summit to monitor fire alarms and security, so this contract will allow continued consolidation of monitoring. f) THA has worked with Jostens for the past year for yearbook and school pictures. This agreement is for yearbooks for both middle schools, based on the yearbook club's estimate of the pages needed. Sales will be paid through scholar, family, and staff purchases. g) THA is terminating the existing monthly agreement with EAS services due to increased internal capacity to manage federal programs, effective at the end of March 2023. The updated contract is an hourly contract to be used on an as-needed basis for the remainder of the fiscal year. h) Venue costs will come from the general fund (\$2,500) and all other costs will come from the activity fund for high school student council.		
4	VOTE	Review and Acknowledgement of FY22 Audit	All districts with federal expenditures totaling more than \$750,000 during a fiscal year must submit a single audit to the State Department of Education no later than March 31, 2023.	Amanda Yuen, COO Bledsoe, Hewett, & Gullekson Auditor	5:33 PM
5	INFO	Progress on Permanent Facility		Amanda Yuen, COO Kyle Rudolph, Link Group Tyler Baier, Level Field	5:55 PM
6	VOTE	Approval of Updated Open Transfer Seat Numbers for 2022-2023 and 2023-2024	The district must establish the number of transfer students the school district has the capacity to accept in each grade level for each school site within a school district by the first day of January, April, July and October each year. To prepare for the lottery, THA will also be establishing open seats for July 1.	Amanda Yuen, COO	6:10 PM
7	VOTE	Approval of Change to the 2022-2023 Academic Calendar	THA will update the calendar for the last week of school to best accommodate College Signing Day/Graduation and provide greater consistency for scholars,	Elsie Urueta Pollock, CEO	6:12 PM

			families, and staff.		
8	VOTE	Approval of New and Modified General Fund and Gift Fund Encumbrances	New encumbrances and encumbrance changes reflect obligations of district funds issued in accordance with §70-5-135.	Amanda Yuen, COO	6:14 PM
9	INFO	Review of the 2023-2024 Academic Calendar	Annually, Tulsa Honor Academy establishes the academic calendar early in the Spring for the following year, which is approved by the board and which impacts scholars, families, and staff. This year's calendar draft includes full day Fridays and increased full day Professional Development, which allows for robust instructional programming each day and robust professional development and work time for teachers on PD Days. Instructional time remains approximately the same as with the current calendar.	Elsie Urueta Pollock, CEO	6:16 PM
10	INFO	Review of Scholar and Family Handbook	Annually, the board approves the Scholar and Family Handbook, which includes a number of key policies. In order to be able to share the handbook with families during our April enrollment day, THA will bring the final draft to board approval in April. Not all sections of the handbook are subject to board approval, so THA staff will identify the key pieces that are subject to board approval should there be additional changes.	Kate Freudenheim, CAO	6:25 PM
11	INFO	Review of Updated Public Comment Process	THA has an existing public comment process that allows members of the public to make comments related to items on a board agenda. This update will update the timeframe during which comments must be submitted to account for possibly varying times of board meetings.	Amanda Yuen, COO	6:40 PM
12	INFO	Review of Activity Fund Report		Elsie Urueta Pollock, CEO	6:42 PM
13	INFO	Committee Reports -Executive -Governance -Finance -Development -Academic Achievement		Committee Chairs	6:45 PM
14	-	New Business		Cynthia Jasso, Board Chair	7:00 PM
15	-	Adjourn		Cynthia Jasso, Board Chair	7:05 PM



BOARD OF DIRECTORS MEETING MINUTES

MONDAY, FEBRUARY 27, 2023 | 5:00 PM

PARTICIPANTS

Board Members

Cynthia Jasso (Board Chair)
 Dr. Anna Montgomery (Vice Chair)
 Ryan Myers (Treasurer)
 Ivan Godinez-Reyes
 Ben Stewart
 John Gawey
 Omare Jimmerson
 Ana Ponce
 Ashley Chaney

THA Executive Leadership Team

Elsie Urueta Pollock (Chief Executive Officer)
 Amanda Yuen (Chief Operations Officer)
 Kate Freudenheim (Chief Academic Officer)

AGENDA

	Action	Item	Minutes
1	-	Welcome	A regular meeting of the Board of Directors of Tulsa Honor Academy was held on Monday, February 27, 2023 commencing at 5:03 PM at THA's Sheridan Campus located at 1421 S. Sheridan Rd.
2	-	Roll Call	PRESENT: Cynthia Jasso Dr. Anna Montgomery (arrived at Item 4) Ivan Godinez-Reyes Omare Jimmerson Ana Ponce Ashley Chaney Ryan Myers ABSENT: Ben Stewart, John Gawey
3	VOTE	Approval of Consent Agenda a) February Meeting Agenda b) January Meeting Minutes c) February Special Meeting Minutes d) January Financial Report e) Routine Staffing Items f) Contract for Summit Fire & Security Inspection Agreements for Fire Alarm, Sprinkler, Fire Extinguisher and Hood at THA's Sheridan Campus and Hood at THA's Lakewood Campus	A motion was made by Ivan Godinez-Reyes to approve the consent agenda and the motion was seconded by Ryan Myers. The motion passed. AYE: Cynthia Jasso, Ivan Godinez-Reyes, Omare Jimmerson, Ana Ponce, Ashley Chaney, Ryan Myers NAY: ABSTAIN: ABSENT: Ben Stewart, John Gawey, Dr. Anna Montgomery

4	VOTE	Approval of 2023-2024 Salary Ranges	<p>A motion was made by Ivan Godinez- Reyes to approve Item 4 and the motion was seconded by Omare Jimmerson.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Omare Jimmerson, Ana Ponce, Ashley Chaney, Ryan Myers NAY: ABSTAIN: ABSENT: Ben Stewart, John Gawey</p>
5	VOTE	Approval of Cox Contract for Lift Phone Line	<p>A motion was made by Ryan Myers to approve Item 5 and the motion was seconded by Ana Ponce.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Omare Jimmerson, Ana Ponce, Ashley Chaney, Ryan Myers NAY: ABSTAIN: ABSENT: Ben Stewart, John Gawey</p>
6	VOTE	Approval of Memorandum of Understanding for OU Practicum/Field Experience/Internship	<p>A motion was made by Omare Jimmerson to approve Item 6 and the motion was seconded by Dr. Anna Montgomery.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Omare Jimmerson, Ana Ponce, Ashley Chaney, Ryan Myers NAY: ABSTAIN: ABSENT: Ben Stewart, John Gawey</p>
7	VOTE	Approval of WIRED's Proposal of Internet Connections & Managed Internal Broadband Systems & Maintenance (Category 2, e-rate) for THA's Sheridan Campus	<p>A motion was made by Dr. Anna Montgomery to approve Item 7 and the motion was seconded by Omare Jimmerson.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Omare Jimmerson, Ana Ponce, Ashley Chaney, Ryan Myers NAY: ABSTAIN: ABSENT: Ben Stewart, John Gawey</p>
8	VOTE	Approval of Contract for Basement Security Panels and Motion	<p>A motion was made by Ivan Godinez-Reyes to approve Item 8 and the motion was seconded by Omare Jimmerson.</p> <p>The motion passed.</p>

			<p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Omare Jimmerson, Ana Ponce, Ashley Chaney, Ryan Myers</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ben Stewart, John Gawey</p>
9	VOTE	Approval of Board Nominee, Samantha Aponte	<p>A motion was made by Omare Jimmerson to approve Item 9 and the motion was seconded by Ana Ponce.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Omare Jimmerson, Ana Ponce, Ashley Chaney, Ryan Myers</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ben Stewart, John Gawey</p>
10	VOTE	Approval of 2023 THA Board Academic Achievement Committee Chair	<p>A motion was made by Cynthia Jasso to table Item 10 and the motion was seconded by Dr. Anna Montgomery.</p> <p>This motion was tabled.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Omare Jimmerson, Ana Ponce, Ashley Chaney, Ryan Myers</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ben Stewart, John Gawey</p>
11	VOTE	Approval of Terms of Service for Pre-ACT for 9th and 10th grade scholars; estimated cost is approximately \$5,206.	<p>A motion was made by Ivan Godinez-Reyes to approve Item 11 and the motion was seconded by Omare Jimmerson.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Omare Jimmerson, Ana Ponce, Ashley Chaney, Ryan Myers</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ben Stewart, John Gawey</p>
12	VOTE	Approval of New and Modified General Fund and Gift Fund Encumbrances	<p>A motion was made by Ryan Myers to approve Item 12 and the motion was seconded by Ashley Chaney.</p> <p>The motion passed.</p> <p>AYE: Cynthia Jasso, Dr. Anna Montgomery, Ivan Godinez-Reyes, Omare Jimmerson, Ana Ponce, Ashley Chaney, Ryan Myers</p> <p>NAY:</p> <p>ABSTAIN:</p> <p>ABSENT: Ben Stewart, John Gawey</p>
13	INFO	Open Transfer Policy	Amanda Yuen, COO, provided an update about THA's Open Transfer

			Policy and how it interacts with the Enroll Tulsa timelines.
14	INFO	Updated Safe Return Plan	Amanda Yuen, COO, provided an update about THA's Safe Return Plan.
15	INFO	Review of Activity Fund Report	Elsie Urueta Pollock, CEO, reviewed the activity fund report.
16	INFO	Committee Reports -Executive -Governance -Finance -Development -Academic Achievement	Elsie Urueta Pollock, CEO, shared an update about the work of board committees, including updates about THA's recent excellent school visit and continued strategic planning.
17	-	Adjourn	The meeting was adjourned at 6:03 PM.

TULSA HONOR ACADEMY
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - CASH BASIS
FEBRUARY 28, 2023

	General Fund	Gift Fund	Totals
Assets			
Cash	\$ 3,150,274.47	1,272,299.60	4,422,574.07
Total Assets	<u>3,150,274.47</u>	<u>1,272,299.60</u>	<u>4,422,574.07</u>
Liabilities			
Outstanding Warrants	137,573.37	-	137,573.37
Reserves	8,246.36		8,246.36
Total Liabilities	<u>145,819.73</u>	<u>-</u>	<u>145,819.73</u>
Unrestricted Net Assets	3,004,454.74	1,272,299.60	4,276,754.34
Total Net Assets	<u>\$ 3,004,454.74</u>	<u>1,272,299.60</u>	<u>4,276,754.34</u>

SEE ACCOUNTANT'S COMPILATION REPORT

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

	Source Codes	2021-22 Actual	2021-22 2/28/2022	% of YTD to Actual	2022-23 Budgeted	2022-23 2/28/2023	% of YTD to Budj.
Revenue							
Miscellaneous Reimb.	1590	164,139.64	41,613.80	25.4%	15,000.00	380,463.52	2536.4%
Gifts and Donations	1610	1,643,342.47	1,637,664.17	99.7%	1,280,000.00	320,350.00	25.0%
Grants/District Contracts	1650	2,845.00	2,500.00	87.9%			N/A
Uniforms	1692	61,177.19	58,679.56	95.9%	57,250.00	65,633.16	114.6%
Student Lunches	1710			N/A	17,175.00	1,774.15	10.3%
Adult Lunches	1730	314.34	177.32	56.4%		534.27	N/A
Foundation & Incentive Aid	3210	5,196,723.43	3,345,388.54	64.4%	7,496,971.20	4,723,885.72	63.0%
Flexible Benefit	3250	556,553.40	355,738.37	63.9%	616,526.66	391,203.66	63.5%
State Textbook Allocation	3420	61,501.32	61,501.32	100.0%	63,107.84	39,757.94	63.0%
Redbud School Funding Act	3435	207,078.81	117,212.06	56.6%		22,416.99	N/A
Other Misc	3690	5,258.87		0.0%			
State Reimbursement CNP	3720	1,728.12		0.0%		2,314.69	
Title I	4210	178,180.04	-	0.0%	352,350.00	18,664.74	5.3%
Title I-Prior Year	4210	35,166.84	35,166.84	100.0%	-		N/A
Title II-Part A (Transferability)	4271	33,222.89		0.0%	32,000.00		0.0%
Special Education - Flowthrough	4310	70,133.59	-	0.0%	101,000.00	537.44	0.5%
Special Ed - Flowthrough Prior Year	4310	11,844.54	11,844.54	100.0%		55,627.06	N/A
Title IV, Part A Student Supp	4442	14,219.16		0.0%	14,000.00		0.0%
OSPRC Charter School Grant	4462	265,201.08	242,779.67	91.5%	-	631,121.19	N/A
CARES Act	4689	88,705.08	9,958.26	11.2%	1,907,112.00	647,437.21	33.9%
NSLP Cares	4705	63,413.42	41,353.19	65.2%		32,984.51	N/A
Federal Lunches	4710	422,902.74	166,617.39	39.4%	897,772.00	271,932.01	30.3%
Federal Breakfasts	4720	94,205.12	42,786.92	45.4%		52,486.67	N/A
Correcting Entry	5600	880,775.53				340.00	
Total revenue		10,058,632.62	6,170,981.95	61.4%	12,850,264.70	7,659,464.93	59.6%
Cash fund balance (beginning)	6110	1,767,739.96	1,767,739.96		1,746,880.01	1,934,149.12	
Lapsed Approp/Estopped Warr.	6130-6140	24,344.90			-		
Total revenue and beg. balance		11,850,717.48	7,938,721.91		14,597,144.71	9,593,614.05	
Expenditures							
	Object Codes						
Payroll	100-200	5,107,996.82	3,212,001.70	62.9%	7,451,623.00	3,708,735.02	49.8%
Non-payroll	300-900	4,995,840.65	2,181,451.63	43.7%	5,211,642.00	2,880,424.29	55.3%
Total expenditures		10,103,837.47	5,393,453.33	53.4%	12,663,265.00	6,589,159.31	52.0%
Ending Balance		\$ 1,746,880.01	2,545,268.58		1,933,879.71	3,004,454.74	

New Hires

Name	Hire Date	Primary Location	Position	Salary
Kim Young	04/03/2023	THA Middle School	Assistant Principal	\$16,448.59
Kaely West	03/21/2023	THA Flores Middle School	Substitute	\$120/full day

Resignations/Terminations

Name	Hire Date	Final Date
Lauren Baker	7/1/21	3/31/2023

Stipends

Name	Position	Stipend

Salary Changes

Name	Effective Date	Primary Location	Position	Salary



SUMMIT FIRE AND SECURITY LLC

STANDARD FIRE ALARM AGREEMENT

Dated: _____

Subscriber's Name: _____ Telephone No.: _____

Property Address: _____ Cell Phone No.: _____

Billing Address: _____ Email: _____

SALE AND INSTALLATION

SUMMIT FIRE AND SECURITY LLC (hereinafter referred to as "SF&S" or "ALARM COMPANY") agrees to sell, install, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: **See attached Schedule of Equipment and Services for included equipment, sale and installation charges.** Passcode to software remains the property of SF&S. Software programmed by SF&S is the intellectual property of SF&S and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. SF&S's signs and decals remain the property of SF&S and must be removed upon termination of this agreement.

☐ Check if Communication System, consisting of software, radio, cellular or communication connective devices, remains the property of SF&S.
The agreed value of the Communication System is \$ _____

☐ Check if system includes Area of Refuge two-way communication system. If this service is included SF&S will install, pursuant to filed and approved plans and specification with the Building Department, AHJ requirements for a two-way communication system which shall have a timed automatic telephone dial-out capability to a monitoring location or 911. The two-way communication system shall include both audible and visible signals unless otherwise directed by the AHJ. All references to the fire alarm system in this agreement shall include the Area of Refuge system.

☐ Check if system includes In-Building Wireless Communications Systems for Emergency Responders, Signal Boosters and Bi-Directional Amplifiers (BDA), which systems require testing and service. See Schedule of Equipment and Services to determine if this service includes wireless system design, surveys, radio equipment installation, testing, coordination and permits with AHJ. All references to the fire alarm system in this agreement shall include the In-Building Wireless Communications Systems for Emergency Responders.

☐ Equipment Installation / Programming / Permit:
Subscriber agrees to pay SF&S the sum of \$ _____ (One Time Fee for Customer Owned Equipment)

NOTICE: SF&S makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not SF&S's responsibility to apply for any permits or fees in connection with such equipment. The law requires and SF&S recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected, and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by SF&S are not additional equipment which would require AHJ approval. SF&S may in its sole discretion notify AHJ if SF&S's services are to be terminated or have terminated or that the fire alarm system is not functioning, and SF&S is unable to provide monitoring, or the fire alarm system is otherwise non-compliant with applicable fire codes.

CHECK FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:
Billing shall be:

☐ **1. FIRE ALARM MONITORING CHARGES:**

Subscriber agrees to pay SF&S the sum of \$ _____ per month for the monitoring of the FIRE ALARM system for the term of this agreement billed

☐ **2. MONITORING CHARGES:**

Subscriber agrees to pay SF&S the sum of \$ _____ per month for the monitoring of additional systems listed below for the term of this agreement billed

☐ Security ☐ Area of Refuge ☐ Elevator Monitoring ☐ Other: _____

☐ **3. Monitoring Equipment Installation / Programming:**

☐ Subscriber agrees to pay SF&S the sum of \$ _____ per month for the Instalation and Programing (Monthly Fee for SF&S Owned Equipment) billed

☐ **4. MONITORING CENTER CERTIFICATE:** Subscriber agrees to pay SF&S the sum of \$ _____ per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected SF&S will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay SF&S for any inspections or required changes at SF&S's then prevailing rates. Billed

☐ **5. RUNNER SERVICE:** Subscriber agrees to pay SF&S the sum of \$ _____ per month for the term of this agreement, for UL Runner Response Service for up to _____ Runs per year. If this option is selected SF&S's Runner upon notification from Monitoring Center of any alarm, supervisory or trouble signals, to the best of SF&S's ability will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issue SF&S 2 sets of all keys necessary for SF&S to enter into all locked areas of Subscriber's location. Subscriber agrees to pay SF&S for any additional Runs at SF&S's then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once SF&S is on site. Billed

☐ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY \$ _____ PER MONTH BILLED WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5.**

6. MONITORING SERVICES PROVIDED: Upon receipt of a fire alarm signal from Subscriber's fire alarm system, SF&S or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of SF&S or its Monitoring Center and SF&S does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of SF&S and are not maintained by SF&S except SF&S may own the radio network and SF&S shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24-hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish SF&S with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List SF&S will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text, or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SF&S's notification obligation. All changes and revisions to the account information shall be supplied to SF&S in writing. Subscriber authorizes SF&S to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests SF&S to reprogram system functions remotely, Subscriber shall pay SF&S \$_____ for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at SF&S's customary charges. SF&S may, without prior notice, suspend or terminate its services, in SF&S's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Upon suspension or termination of services SF&S will notify Subscriber of such termination. SF&S is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, or if Runner service exceeds maximum Runs per year, Subscriber agrees to pay \$_____ per call. False alarms or excessive signals exceeding fifteen (15) signals per month, excluding up to two daily timer tests, may be subject to additional fees. SFS may, without notice, have the right to access the communication equipment at the owner's expense in the event the communicator is in run away. Remote Supervising Station is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property.

7. TERM OF AGREEMENT / RENEWALS: The term of this agreement shall be for a period of _____ years. This agreement shall renew year to year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. Termination shall comply with local law. Unless otherwise specified herein, all recurring charges for 1-5 services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

8. INCREASES OF MONTHLY CHARGE: After the expiration of one year from the date hereof SF&S shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

9. ALARM EQUIPMENT REMAINS PERSONAL PROPERTY: All equipment and material installed by SF&S shall remain Subscriber's or SF&S's personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair, or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SF&S.

10. EQUIPMENT LIMITED WARRANTY: In the event that any part of the equipment becomes defective, SF&S agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. SF&S reserves the option to either replace or repair the equipment and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. SF&S's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. SF&S is not the manufacturer of the equipment and other than SF&S's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, SF&S makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and SF&S shall not be liable for consequential damages. SF&S does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke, or water or otherwise; or that the system will in all cases provide the protection for which it is installed. SF&S expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SF&S. SF&S shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by SF&S shall not be deemed to create an express warranty unless included in this agreement in writing: that Subscriber is not relying on SF&S's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SF&S has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SF&S's breach of this agreement or negligence to any degree under this agreement is to require SF&S to repair or replace, at SF&S's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed, and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If SF&S is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to separate repair service agreements.

11. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: SF&S shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SF&S's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SF&S, SF&S shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SF&S the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SF&S on less than 24-hour notice to SF&S. If installation is delayed for more than one year from date hereof through no fault of SF&S, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. SF&S is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SF&S's sole discretion for the installation and service of the equipment, and SF&S shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement. In the event installation of any equipment requires the shut off of any utility service or equipment, including but not limited to gas, electric, boiler, range, oven, gas fireplaces, gas supplied kitchen or household appliances, Subscriber shall be responsible to engage a licensed professional independent of SF&S to shut off the utility service or equipment. SF&S has no responsibility or liability for shutting down utility service or equipment. Subscriber agrees to have such service performed within 48 hours upon request by SF&S.

12. REPAIR SERVICE: The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify SF&S if any equipment is in need of repair. SF&S shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, SF&S shall, during the warranty period or if service has been contracted a separate agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m.

13. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SF&S.

14. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse SF&S for any fees or fines relating to permits, code compliance or false alarms. SF&S shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should SF&S be required to perform any service or furnish or replace any equipment or material not specifically covered by the terms of this agreement, because of change in existing or hereafter enacted law, change in technology, obsolete or manufacturer's end of life equipment, Subscriber agrees to pay SF&S for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of SF&S assigned by SF&S to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of 2 years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SF&S shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with SF&S, times twelve, together with SF&S's counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which SF&S is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances, and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons SF&S requiring any services or appearances, Subscriber agrees to pay SF&S \$ _____ per hour for such services and appearances. Subscriber shall reimburse SF&S for any Monitoring Center charges for excessive signals.

15. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless SF&S, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by SF&S's performance, negligent performance, or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SF&S or SF&S's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SF&S, which shall not unreasonably be withheld. SF&S shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

16. EXCULPATORY CLAUSE: SF&S and Subscriber agree that SF&S is not an insurer, and no insurance coverage is offered herein. The fire alarm and SF&S's services are designed to detect and reduce certain risks of loss, though SF&S does not guarantee that no loss or damage will occur. SF&S is not assuming liability, and, therefore, Subscriber agrees SF&S, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue SF&S, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SF&S's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct. Subscriber releases SF&S from any claims for contribution, indemnity, or subrogation.

17. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and SF&S is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage SF&S's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment or SF&S's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. SF&S shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against SF&S and its subcontractors for loss or damages caused by perils intended to be detected by SF&S's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

18. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR SF&S'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SF&S AS A RESULT OF SF&S'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF SF&S'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SF&S'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE SF&S'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH SF&S'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, SF&S'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

19. LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by SF&S, the payments to be made by the Subscriber for the term of this agreement form an integral part of SF&S's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SF&S's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SF&S, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES. Upon suspension or termination of services SF&S will notify Subscriber of such termination. SF&S is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

Additionally, in the event SF&S retained ownership of the communication system and Subscriber breaches this agreement SF&S may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the Agreed Value of the communication system. SF&S may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination. In order to secure all indebtedness or liability of Subscriber to SF&S, Subscriber hereby grants SF&S a security interest in all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand and SF&S may execute and file UCC-1 statement. SUBSCRIBER MAY BRING CLAIMS AGAINST SF&S ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, or submission of papers. A party requesting in-person discovery, in-person hearing or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By agreeing to this arbitration provision, the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award and waive their right to participate in a class action. In the event of any litigation between the parties they waive the right to a jury trial unless prohibited by law. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Nevada, except for arbitration which is governed by the FAA and the arbitration rules. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. Any action or arbitration between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs, and disbursements from the other party. In the event a party commences a proceeding to confirm an arbitration award, the prevailing party shall be entitled to attorney fees, costs, and disbursements for such proceeding. All actions, arbitration or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against SF&S in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

20. SF&S'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that SF&S is authorized and permitted to subcontract any services to be provided by SF&S to third parties who may be independent of SF&S, and that SF&S shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints SF&S to act as Subscriber's agent with respect to such third parties, except that SF&S shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SF&S's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors, and Monitoring Center of SF&S.

21. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH: Subscriber shall notify SF&S in writing of any undisclosed, concealed, or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event SF&S discovers the presence of suspected asbestos or other hazardous material SF&S shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate SF&S for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If SF&S, in its sole discretion, determines that continuing the work poses a risk to SF&S or its employees or agents, SF&S may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate SF&S for all services rendered and material provided to date of termination. SF&S shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall SF&S be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof. SF&S shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

22. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified, or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement, or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement, or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

SUMMIT FIRE AND SECURITY LLC:

SUBSCRIBER:

By: _____
Signature

Name Must Be Printed – Use Full Business Name

Subscriber: Signature by Authorized Officer

Print Name

Tax ID or EIN

Address



Monitoring Information Sheet

Customer Name: _____ Phone # _____
Property Address: _____ Cell # _____
Billing Address: _____ Email: _____
Billing shall be: _____

Alarm system will communicate the following signals:

☐ Fire ☐ Security ☐ Area of Refuge ☐ Elevator Monitoring ☐ Other _____

Communication By: ☐ POTS ☐ Digital ☐ Radio ☐ Cellular ☐ Internet ☐ VoIP

Location of the Control Panel and/or Communicator _____

Brand of Control Panel and/or Communicator _____

Onsite Contact if different than Primary listed below _____ Phone # _____

Special Notes: _____

☐ Check if a separate/additional Point or zone list is attached

1.	2.	3.	4.
5.	6.	7.	8.
9.	10.	11.	12.

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

(Individuals to be notified in the event of an alarm condition.)

Responder Contact List			
Name	Pin/Password	Telephone Number / Email	Text /SMS
First & Primary Contact:			
1.			
2.			
3.			
4.			
5.			

Subscriber's Name Printed

Summit Representative's Name

Subscriber's Signature

Summit Representative's Signature

Date

Date

Administrative Use

Entered By _____

AR# _____

Central Station
Account Number



Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Job # 41497 (Use Physical 911 Address/No P.O. Boxes)
Customer Name: TULSA HONOR ACADEMY MIDDLE SCHOOL
Street Address: 209 S LAKEWOOD AVE
City: TULSA
State: OK Zip/Postal: 74112-4112
Customer Phone: _____
Contact Name: Katelyn Callahan
Contact Role: Adviser
Contact Email: kcallahan@tulsahonor.org
Contact Phone: _____

The Term of this Agreement is for the following years:

(Specifications subject to annual review)

2023 through 2023

Program:

REFLECTIONS

Creation Method:

YTO

Ship Date: 4/28/2023 Trim Size: 8 1/2 x 11

Copies: 150 Pages: 36

Cover: Custom Litho

Paper Stock: GLOSS 80# 191

Ship kit by: (Sept is default) May

(Allow 2 weeks for processing)

Proposed Budget: \$ 2925.00

(Dollars only, not per book amount)

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified (the "Term"). The parties agree as follows:

- 1 Jostens and the Customer will work together to establish all yearbook specifications, completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions. Changes to the specifications may result in additional charges on the final invoice.
- 2 After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.

This agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions found at:

<https://jostens.secure.force.com/terms?lid=YBKUS>

X

SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

PRINTED NAME

DATE

X

SIGNATURE OF 2ND CUSTOMER AUTHORIZED REPRESENTATIVE
(IF REQUIRED)

PRINTED NAME

DATE

X

SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

PRINTED NAME

DATE

Job Status: R

Rep # 3323

*Rep: If new, previous publisher:

Type Order: JUNIOR HIGH SCH

School Type: Public

Yearbook included in Tuition: ☐

Additional Notes/Specifications (include Shipping Address if different than above address):



Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Job # 41501 (Use Physical 911 Address/No P.O. Boxes)
Customer Name: FLORES MIDDLE SCHOOL
Street Address: 1421 S SHERIDAN RD
City: TULSA
State: OK Zip/Postal: 74112-4112
Customer Phone: _____
Contact Name: Megan Hayes
Contact Role: Adviser
Contact Email: mhayes@tulsahonor.org
Contact Phone: _____

The Term of this Agreement is for the following years:

(Specifications subject to annual review)

2023 through 2023

Program:

REFLECTIONS

Creation Method:

YTO

Ship Date: 4/28/2023 Trim Size: 8 1/2 x 11

Copies: 125 Pages: 40

Cover: Paper Custom

Paper Stock: GLOSS 80# 191

Ship kit by: (Sept is default) 30-SEP-22

(Allow 2 weeks for processing)

Proposed Budget: \$ 2375.00

(Dollars only, not per book amount)

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified (the "Term"). The parties agree as follows:

- 1 Jostens and the Customer will work together to establish all yearbook specifications, completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions. Changes to the specifications may result in additional charges on the final invoice.
- 2 After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.

This agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions found at:

<https://jostens.secure.force.com/terms?lid=YBKUS>

X

SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

PRINTED NAME

DATE

X

SIGNATURE OF 2ND CUSTOMER AUTHORIZED REPRESENTATIVE
(IF REQUIRED)

PRINTED NAME

DATE

X

SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

PRINTED NAME

DATE

Job Status: R

Rep # 3323

*Rep: If new, previous publisher:

Type Order: JUNIOR HIGH SCH

School Type: Public

Yearbook included in Tuition: ☐

Additional Notes/Specifications (include Shipping Address if different than above address):

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 hourly rate of One Hundred Dollars (\$100) per hour, not to exceed \$1,800 per month without prior written approval, to be paid by THA on the 1st of the month for the prior month's Services.

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 April 1, 2023 and shall remain in full force and effect through June 30, 2023, ("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 ____ day of
March, 2023.

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

By: _____
Authorized Representative

Notice Address:
1421 S. Sheridan Rd.
Tulsa, Oklahoma 74112
(918) 833-9420

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

By:  _____
Authorized Representative

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

Activity Fund Deposits					Cleared Activity Fund Expenditures			
Description	Date	Project Code	Total		Description	Date	Project Code	Total
January 2023 Carryover	2/1/23	801 THA HIGH SCHOOL	\$335.00		Amazon-homecoming supplies	02/14/23	801 THA HIGH S	\$67.23
January 2023 Carryover	2/1/23	802 THA HS STUDENT COUNCIL	\$1,362.82					
Deposit from Gift Fund	2/15	801 THA HIGH SCHOOL	500		Total Cleared Expenditures			\$67.23
Deposit from Gift Fund	2/15	830 THA MIDDLE SCHOOL	500					
Deposit from Gift Fund	2/15	861 FLORES MS STUDENT COUNCIL	100					
Deposit from Gift Fund	2/15	862 FLORES MIDDLE SCHOOL ATHLETICS	250					
Deposit from Gift Fund	2/15	863 FLORES MIDDLE SCHOOL CLUBS	150					
Concessions	2/16/23	802 THA HS STUDENT COUNCIL	\$281.00		Subaccount	Amount		
Basketball Ticket Sales	2/16	801 THA HIGH SCHOOL	\$686.00		801 THA HIGH SCHOOL	\$1,521.00		
-	-		\$0.00		802 THA HS STUDENT COUNCIL	\$1,576.59		
Total January Deposits			\$4,164.82		830 THA MIDDLE SCHOOL	\$500.00		
Total January Expenditures			-\$67.23		861 FLORES MS STUDENT COUNCIL	\$100.00		
End of Month Balance			\$4,097.59		862 FLORES MIDDLE SCHOOL ATHLETICS	\$250.00		
					863 FLORES MIDDLE SCHOOL CLUBS	\$150.00		
					898 STAFF FUND	\$0.00		
					899 GENERAL FUND REFUND	\$0.00		



Rental Agreement

About You:	About Event:
Name: _____	Date: <u>4-15-23</u>
Phone: _____	Guest Count: <u>200</u>
Email: _____	Type: <u>Prom</u>
Address: _____	Hours: _____
City: _____ State: _____	

Price:	
Deposit: _____	Total Rental Fee: <u>\$2500.00</u>

A card will be kept on file which will be kept in the event of damages. Damages will be assessed following the event. A detailed list of any damages will be provided via email prior to any charges. If the Customer wants to provide a different form of payment, following the event, that can be arranged.

Card Number: _____ - _____ - _____ - _____	Expiration: _____
CVC: _____	ZIP: _____

NOTES:

Terms and conditions are featured on the website <https://www.mikefretzeventcenter.com/>

By signing this agreement, you agree to be up to date, and follow the Terms and Conditions the day of your event.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be judged invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted.

Sign _____ Date _____



Terms & Conditions

This Lease Agreement (the "Agreement") is made and entered into by and between the HBA of Greater Tulsa, Inc. (the "Association") and the ("Lessee") Recitals: A. The Association is the owner of the certain building located at 11545 East 43rd Street Tulsa, Oklahoma ("the Premises") B. Lessee desires to rent a portion of the Premises as set forth below from the Association, and the Association desires to lease the same to lessee pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Association and lessee hereby agree as follows:

- 1. Leased Promises.** The Association hereby leases to Lessee that certain portion of the Premises described as the reception hall, the restroom facilities Kitchen, bar area and parking lot (the "Leased Premises") The offices, meeting room and the entire second floor of the Premises are specifically excluded from the definition of the Lease Premises. By executing this Agreement, Lessee hereby accepts the Leased Premises in their "AS IS" condition. Lessee shall permit all employees or agents of the Association to enter the Leased Premises at any time and on any occasion in the performance of their duties. Such individuals shall make their identity known.
- 2. Rental Rate.** The total rental rate for Lessee's use of the Leased Premises shall be payable thirty (30) days in advance of the commencement of the Term (as that term is defined below). Such rental rate is based upon Lessee's representation that no more than 250 people are expected to be in attendance for Lessee's use of the Lease Premises. In the event that attendance in the Leased Premises, during the Term, is higher than represented by Lessee, then Lessee understands that the event may be cancelled for violating the agreement.
- 3. Deposit.** Contemporaneously with the signing of this Agreement Lessee shall pay to the Association, \$500.00 (the "Deposit"). The Deposit shall be held by the Association. In the event that Lessee fails or refuses to pay the rental amounts within the time specified in Paragraph 2 hereof and has failed To give at least one hundred eighty (180) days prior written notice of cancellation, then this Agreement shall be

deemed cancelled and the Association shall retain the Deposit and all other payments in their entirety. If, after the Term hereof, the Leased Premises are not properly cleaned, in the sole determination of the Association, then the Association shall pay for the cost of damages and cleaning with the card on file.

4. **Indemnification and Liability.**

- a. **Lessee's Liability.** Lessee shall indemnify and hold the Association, and its directors, officers, and members harmless from and against all claims, liabilities, damages, injuries, penalties, fines and losses, directly or indirectly, by any persons, authority, or entity for injury to persons or property or damage which in any way relates to Lessee's use of the Leased Premises. Lessee agrees to be liable for any and all property damage to the Premises arising out of Lessee's use of the Leased Premises. If any suit or proceeding shall be brought against the Association on account of damage, injury, omission, neglect, commission, liability claim or loss occasioned upon by the use of activities on the Leased Premises, whether by third parties or employees, agents, servants, invitees, licensees or guests of Lessee, or any other person, then Lessee, at its sole expense, shall defend same and shall pay any and all judgments which may be recovered against the Association. The Association bears no responsibility or liability for any product or service provided by third party vendors, booked on behalf of the association, or the Lessee or otherwise.
- b. **Association's Liability.** If the Leased Premises cannot be used by the Lessee due to fire, flood, damage or any reason beyond the control of the Association, this Agreement is void and Lessee's sole remedy is the return of its Deposit and rental. In no event shall the Association have responsibility to the Lessee due to the failure, wholly or partially, of any mechanical systems including, but not limited to, heating, air conditioning, water, plumbing, or any other facility which makes the Leased Premises less desirable. Lessee acknowledges that the Association is not responsible to arrange for alternative facilities for the Lessee under any circumstances. All property of the Lessee, its guests and others are at Lessee's risk and the Association shall not be liable for theft, loss, or damage to such property.

5. **Relationship of Parties.** The parties hereto acknowledge that the relationship between the Association and Lessee by virtue of this Agreement is one of landlord and tenant. In no event shall this Agreement be construed as to impute a partnership or joint venture between the Association and Lessee. The Association shall not share in any of the profits made by Tenant in the sale of alcoholic beverages by Tenant while in possession of the Leased Premises. The rental, as provided in Paragraph 2 hereof, is a flat fee and is not based, in any way, upon the sale of alcoholic beverages on the Leased Premises.

6. **Assignment.** This Agreement may not be assigned or subleased by Lessee without the prior written consent of the Association, which consent may be withheld for any reason whatsoever.

7. **Cancellations.** The Association reserves the right to terminate this Agreement whenever, in its sole discretion, such cancellation is necessary to protect and preserve the Premises, or the health and safety the Association's staff and the public, and in the event of such termination, the Association shall have no liability for any damages resulting therefrom.

8. **Force Majeure.** In the event that the terms of this Agreement cannot be met by either party due to act of God, storms, fire, the acts or regulations of governmental or public authorities or labor unions, labor difficulties, lockout, strike, disobedience, war, riot, terrorism, blackout, fuel or power shortage, air raid, an act of public enemy, epidemic, interruption or delay in transportation, the parties shall be respectively responsible for their obligations hereunder, and there shall be no claim for damages for or against each other.
9. **Covenants of Lessee.** As a material consideration for the Associations Agreement to lease the Leased Premises to lessee, Lessee covenants the following:
- a. To keep and maintain all portions of the Leased Premises and all property and equipment therein as good a state of repair as the same are turned over to Lessee and to promptly pay or reimburse the Association for the actual cost of repairing any Damages to the leased premises.
 - b. To abide by and to assure that all of its agents, employees, guests and invitees abide by the Association's Rules and Policies for the use of the Leased Premises.
 - c. Lessee shall not commit any nuisance or do or permit to be done anything which may result in the creation or commission of a nuisance upon the Leased Premises.
 - d. Lessee shall not use, nor permit the use on the Premises of any liquid or solid substance of an explosive or highly flammable or noxious nature.
 - e. Lessee shall not allow any animals to be brought into the Premises without the prior written consent of the Association.
 - f. Lessee shall be responsible for obeying, observing and promptly complying with all present and future laws, statutes, ordinances rules, regulations, orders and requirements of any governmental body or agency respecting Lessee's use of the Leased Premises. Lessee agrees not to use or permit the use of the Leased Premises for unlawful purposes.
 - g. Lessee shall not allow any alcoholic beverages (including lower alcohol beverages such as beer and wine) to be served to or consumed by any minor on the Premises, including without limitation, the parking lot.
10. **Time of Essence.** Time is of the essence with regard to each and every provision hereof.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Oklahoma, and the parties hereto consent to the jurisdiction and venue of the District Court of Tulsa County, Oklahoma.
12. **Entire Agreement.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Association and Lessee. No prior written or prior or contemporaneous oral promises or representations shall be binding. This Agreement may not be amended, changed or extended except by written instrument signed by the Association and Lessee.

13. **Invalidity and Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be judged invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted.

QUICKLINKS

Home (<https://mikefretzeventcenter.com/>)

Events (</events/weddings/>)


Facilities
(<https://mikefretzeventcenter.com/facilities/>)

Pricing (<https://mikefretzeventcenter.com/pricing/>)

Schedule a Tour
(<https://mikefretzeventcenter.com/schedule-a-tour/>)

Terms & Conditions
(<https://mikefretzeventcenter.com/terms-conditions/>)


CONTACT US

(<https://goo.gl/maps/ESX8dnzYWrA5291T7>) 

11545 East 43rd St. Tulsa

Oklahoma 74146

(<https://goo.gl/maps/ESX8dnzYWrA5291T7>)

(tel:9188299971)  (918) 829-9971
(tel:9188299971)

FOLLOW US



(h (h (h

tt tt tt

ps ps ps

[f](#) [p](#) [i](#)

© Copyright 2023 Mike Fretz Event Center. All Rights Reserved.

w w w
w w w
w. w. w.
fa pi in
ce nt st
b er ag
o es ra
o t. m.
k. co co
co m m
m / /
/ m m
m ik ik
ik ef ef
ef re re
re tz tz
tz ev ev
ev e e
e nt nt
nt sc s/
ce e)
nt nt
er er
/) /p
in
s/
)



Tuesday, March 14, 2023

Reflections Photo Booth Rentals Service Agreement

The following contract and its terms will set forth an agreement between Reflections Photo Booth Rentals and

Jason Veach

Booth Rental Cost

\$550.00 (Discounted Rate)

***IF THEIR IS A DATE CHANGE YOU SUBJECT TO AN ADDITIONAL FEE IF THE NEW DATE IS AVAILABLE. ALSO, ADDITIONAL TIME WILL INCUR AN ADDITIONAL FEE.**

Rental includes:

Unlimited prints for 3 hours with Indoor/Covered setup required

Attendants and booth will arrive 1 hour before start time and will need to be able to pack up and exit at the end of contracted time (idle time after teardown will result in an additional fee)

Online gallery with photo downloads

Texting

Props

Personalized template and animations included

1-2 attendants will be onsite for the duration of the event.

Please choose photo strip size

4x6

May the photo booth attendants eat?

Yes

Client Contact Information

Name(s)

Jason Veach

Jennifer Moreno

Address

1421 S. Sheridan Rd
Tulsa, OK, 74112

Phone Number

(918) 864-1828

Email

jveach@tulsahonor.org

Type of event

Prom

Number of guests

125

Venue Contact Information

Venue Name

Mike Fretz Event Center

Event Date

Saturday, April 15, 2023

Start & End Times 7-1130 pm
Venue Address 11545 E. 43rd Street
Tulsa, OK, 74146
Point of contact (POC) Jason Veach
POC Phone Number (918) 864-1828
Email jveach@tulsahonor.org

— Please complete below with details regarding your event. This will help us to provide the optimal customized experience(graphics & print) for your event.
PLEASE RETURN NO LATER THAN 45 DAYS PRIOR TO EVENT

Theme Great Gatsby
Colors Black and Gold

Special Requests
N/A

Owner: Josh & Julie Anderson
Reflections Photo Booth Rentals
Tulsa, OK 74134
Phone # 918-732-9687 reflectionspr@gmail.com

Date Tuesday, March 14, 2023

E-Signature





Complete Event Rental

Tulsa, OK 74145

www.kompleteeventrentals@gmail.com

www.kompleteeventrental.com

918-812-7363 or 918-606-9206

INVOICE

Tulsa honor academy
jveach@tulsahonor.org

Invoice Number: 1506
Invoice Date: March 14, 2023
Order Number: 11056
Order Date: March 14, 2023

Product	Quantity	Price
120" Polyester Round Tablecloth - Black Color: Black SKU: KOM000365ETETc	18	\$234.00
20" Eiffel Tower Glass Flower Vase - White Color: White SKU: KOM000943ETEET	18	\$144.00

Notes

4/5/23 event at Mike fretz

Please let me know if you have any questions.

Subtotal	\$378.00
Gold feathers for vases	\$320.00
Damage waiver	\$93.62
Delivery and pick up	\$85.00
Tax	\$103.24
Total	\$979.86

Complete Event Rentals Rental Contract/terms and conditions:

A non-refundable deposit of 50 % is required upon confirmation of the order. Order balance is due in full 10



Jason Veach <jveach@tulsahonor.org>

Tulsa Honor Academy

2 messages

Jason Veach <jveach@tulsahonor.org>
To: caleb@tulsahba.com

Mon, Mar 13, 2023 at 1:30 PM

Hello Sir!

As we discussed, could you please send an itemized list of what is included in your venue? Thank you so much for the assistance!

--

**Mr. Jason Veach, MSEL**

Principal | THA High School

Pronouns: he/him/his

School: (918) 438-7204

www.tulsahonor.org



Caleb Rice <Caleb@tulsahba.com>
To: Jason Veach <jveach@tulsahonor.org>

Mon, Mar 13, 2023 at 1:36 PM

Yes sir!

The venue comes with tables and chairs included.

The tables and chairs will be set up when you come in and taken down for you at the end of the night.

We have a great sound system, dance lights and projector screens.

We have a large prep kitchen with exterior access

Plenty of parking and we are wheelchair accessible!

Sent from my T-Mobile 5G Device
Get Outlook for Android

From: Jason Veach <jveach@tulsahonor.org>
Sent: Monday, March 13, 2023 1:30:11 PM
To: caleb@tulsahba.com <caleb@tulsahba.com>
Subject: Tulsa Honor Academy

[Quoted text hidden]

**FINANCIAL STATEMENTS – REGULATORY BASIS
AND REPORTS OF INDEPENDENT AUDITOR**

**TULSA HONOR ACADEMY CHARTER SCHOOL DISTRICT NO. E-018
TULSA COUNTY, OKLAHOMA**

JUNE 30, 2022

Audited by

**BLEDSON, HEWETT & GULLEKSON
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP**

BROKEN ARROW, OK

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
SCHOOL DISTRICT OFFICIALS
JUNE 30, 2022

BOARD OF DIRECTORS

Kian Kamas	Jahaziel Hiriart
John Gawey	Ivan Godinez Reyes
Palmer Johnson	Michael Franklin Brecht-Smith
Cynthia Jasso	Nancy Carter
Ben Stewart	Anna Montgomery

EXECUTIVE DIRECTOR

Elsie Urueta

ENCUMBRANCE CLERK

Gustavo Ibarra

DISTRICT TREASURER

Jack H. Jenkins, CPA

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
JUNE 30, 2022

TABLE OF CONTENTS

	<u>Page No.</u>
School District Officials	2
Table of Contents	3-4
Independent Auditor's Report	5-7
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements - Regulatory Basis – Performed in Accordance with Government Auditing Standards	8-9
Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and Internal Control over Compliance in Accordance with Uniform Guidance	10-12
Disposition of Prior Year's Significant Deficiencies and Material Instances of Non-Compliance	13
Schedule of Audit Results, Findings and Questioned Costs	14
Combined Financial Statements – Regulatory Basis	
Combined Statement of Assets, Liabilities and Fund Balance - All Fund Types – Regulatory Basis	15
Combined Statement of Revenues Collected, Expenditures and Changes in Cash Fund Balances – All Governmental Fund Types	16
Combined Statement of Revenues Collected, Expenditures and Changes in Cash Fund Balances – Budget and Actual – Budgeted Governmental Fund Types – Regulatory Basis	17
Notes to Combined Financial Statements - Regulatory Basis	18-31
Supplementary Information	
Combining Financial Statements – Regulatory Basis	
Combining Statement of Changes in Assets and Liabilities – Agency Funds – Regulatory Basis	32

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
JUNE 30, 2022

TABLE OF CONTENTS

	<u>Page No.</u>
Schedule of Expenditures of Federal Awards – Regulatory Basis	33
Schedule of Expenditures of Federal Awards – Regulatory Basis Prepared for the Oklahoma State Department of Education	34
Schedule of Statutory, Fidelity and Honesty Bonds	35
Schedule of Accountant’s Professional Liability Insurance Affidavit	36



BLEDSON, HEWETT & GULLEKSON
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP

Eric M. Bledsoe, CPA
Jeffrey D. Hewett, CPA
Christopher P. Gullekson, CPA

P.O. BOX 1310 • 121 E. COLLEGE ST. • BROKEN ARROW, OK 74013 • (918) 449-9991 • (800) 522-3831 • FAX (918) 449-9779

INDEPENDENT AUDITOR'S REPORT

To the Honorable Board of Education
Tulsa Honor Academy Charter School No. E-018
Tulsa, Tulsa County, Oklahoma

Report on the Audit of the Financial Statements

We have audited the accompanying combined fund type and account group financial statements-regulatory basis of Tulsa Honor Academy Charter School No. E-018, Oklahoma (the School), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the assets, liabilities and fund balance arising from regulatory basis transactions of each fund type and account group of the District, as of June 30, 2022, and the revenues collected and expenditures paid and encumbered for the year then ended on the regulatory basis of accounting described in Note 1.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles" section of our report, the financial statements referred to in the first paragraph do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the School, as of June 30, 2022, or the revenues, expenses, and changes in net position and, where applicable, cash flows thereof for the year then ended.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse and unmodified audit opinions.

Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles

As described in Note 1 to the financial statements, to meet the financial reporting requirements of the Oklahoma State Department of Education, the financial statements are prepared by the School, on the basis of the financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting regulations prescribed or permitted by the Oklahoma State Department of Education as described in Note 1, to meet the financial reporting requirements of the State of Oklahoma; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the fund type and account group financial statements-regulatory basis that collectively comprise the School's basic financial statements. The accompanying combining financial statements-regulatory basis and other supplementary information and schedule of expenditures of federal awards, as required by Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the combined financial

statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements-regulatory basis. The information has been subjected to the auditing procedures applied in the audit of the fund type and account group financial statements within the combined financial statements-regulatory basis and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, except for the financial statements being prepared in compliance with the regulatory basis as prescribed by the Oklahoma State Department of Education as discussed in Note 1, the combining financial statements-regulatory basis and other supplementary information and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the combined financial statements-regulatory basis as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 13, 2023, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.

Bledsoe, Hewett & Gullekson

Bledsoe, Hewett & Gullekson
Certified Public Accountants, PLLLP

March 13, 2023



BLEDSON, HEWETT & GULLEKSON
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP

Eric M. Bledsoe, CPA
Jeffrey D. Hewett, CPA
Christopher P. Gullekson, CPA

P.O. BOX 1310 • 121 E. COLLEGE ST. • BROKEN ARROW, OK 74013 • (918) 449-9991 • (800) 522-3831 • FAX (918) 449-9779

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

The Honorable Board of Education
Tulsa Honor Academy Charter School No. E-018
Tulsa, Tulsa County, Oklahoma

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the fund type and account group financial statements – regulatory basis of the Tulsa Honor Academy Charter School No. E-018, Oklahoma (the School), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated March 13, 2023, which was adverse with respect to the presentation of the financial statements in conformity with accounting principles generally accepted in the United States because the presentation followed the regulatory basis of accounting for Oklahoma school districts as provided by the Oklahoma State Department of Education. However, our report was unmodified with respect to the presentation of financial statement on the regulatory basis of accounting authorized by the Oklahoma State Board of Education.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bledsoe, Hewett & Gullekson

Bledsoe, Hewett & Gullekson
Certified Public Accountants, PLLLP

March 13, 2023



BLEDSON, HEWETT & GULLEKSON
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP

Eric M. Bledsoe, CPA
Jeffrey D. Hewett, CPA
Christopher P. Gullekson, CPA

P.O. BOX 1310 • 121 E. COLLEGE ST. • BROKEN ARROW, OK 74013 • (918) 449-9991 • (800) 522-3831 • FAX (918) 449-9779

**AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Board of Education
Tulsa Honor Academy Charter School No. E-018
Tulsa, Tulsa County, Oklahoma

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Tulsa Honor Academy Charter School No. E-018, Oklahoma's (the School's) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the School's major federal programs for the year ended June 30, 2022. the School's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the School complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the "Auditor's Responsibilities for the Audit of Compliance" section of our report.

We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the School's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the School's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the School's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material non-compliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the School's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the School's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the School's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the "Auditor's Responsibilities for the Audit of Compliance" section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed. The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Bledsoe, Hewett & Gullekson

Bledsoe, Hewett & Gullekson
Certified Public Accountants, PLLLP

March 13, 2023

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
DISPOSITION OF PRIOR YEAR'S SIGNIFICANT DEFICIENCIES AND MATERIAL
INSTANCES OF NON-COMPLIANCE
JUNE 30, 2022

There were no prior year significant deficiencies.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-18, TULSA COUNTY
SCHEDULE OF AUDIT RESULTS, FINDINGS AND QUESTIONED COSTS
JUNE 30, 2022

Section 1 - Summary of Auditor's Results:

1. An adverse opinion was issued on the combined financial statements in conformity with generally accepted accounting principles, and an unmodified opinion was issued on the combined financial statements in conformity with a regulatory basis of accounting prescribed by the Oklahoma State Department of Education.
2. The audit did not identify any material weaknesses and did not report any significant deficiencies considered to be material weaknesses, in the internal controls over financial reporting.
3. The audit disclosed no instances of noncompliance which are material to the financial statements.
4. An unmodified opinion was issued on the compliance of major programs.
5. The audit did not identify any material weaknesses and did not report any significant deficiencies considered to be material weaknesses, in the internal controls over major programs.
6. The audit disclosed no audit findings which are required to be reported under the Uniform Guidance.
7. Programs determined to be major are the Child Nutrition Programs (10.553,10.555), which were clustered in determination, and the COVID-19 Education Stabilization Fund – ESSER/CARES Act Programs (84.425D, 84.425U), which is not clustered.
8. The dollar threshold used to determine between Type A and Type B programs was \$750,000.
9. The auditee was determined not to be a low-risk auditee.

Section 2 – Findings relating to the financial statements required to be reported in accordance with GAGAS:

NONE

Section 3 – Findings and questioned costs for federal awards:

NONE

COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
 COMBINED STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCE -
 ALL FUND TYPES AND ACCOUNT GROUPS - REGULATORY BASIS
 JUNE 30, 2022

	GOVERNMENTAL FUND TYPES	FIDUCIARY FUND TYPES	
	GENERAL FUND	EXPENDABLE TRUST AND AGENCY FUNDS	TOTALS
<u>ASSETS</u>			
Cash	\$ 2,543,465	422,518	2,965,983
<u>LIABILITIES AND FUND BALANCE</u>			
Liabilities:			
Warrants/checks payable	\$ 590,134		590,134
Encumbrances	19,182		19,182
Funds held for school organizations		1,200	1,200
Total liabilities	609,316	1,200	610,516
Fund Balance:			
Unassigned	1,934,149	421,318	2,355,467
Total Liabilities and Fund Balance	\$ 2,543,465	422,518	2,965,983

The notes to the combined financial statements are an integral part of this statement

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
 COMBINED STATEMENT OF REVENUES COLLECTED, EXPENDITURES AND CHANGES
 IN CASH FUND BALANCES - ALL GOVERNMENTAL FUND TYPES - REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2022

	GOVERNMENTAL FUND TYPES		TOTALS
	GENERAL FUND	EXPENDABLE TRUST FUND	
Revenues Collected:			
Local sources	\$ 1,871,819	1,254,739	3,126,558
State sources	6,028,844		6,028,844
Federal sources	1,277,194		1,277,194
Non-revenue receipts	880,776		880,776
Total revenues collected	<u>10,058,633</u>	<u>1,254,739</u>	<u>11,313,372</u>
Expenditures:			
Instruction	3,693,708		3,693,708
Support services	4,186,240	1,000,000	5,186,240
Operation of non-instructional services	609,773		609,773
Facilities acquisition & construction services	498,844		498,844
Other outlays:			
Clearing account	47,003		47,003
Correcting entry	881,001		881,001
Total expenditures	<u>9,916,569</u>	<u>1,000,000</u>	<u>10,916,569</u>
Excess of revenues collected over (under) expenditures before other financing sources (uses)	142,064	254,739	396,803
Other financing sources (uses):			
Adjustments to prior year encumbrances	<u>24,345</u>	<u>0</u>	<u>24,345</u>
Excess of revenues collected over (under) expenditures	166,409	254,739	421,148
Cash fund balances, beginning of year	<u>1,767,740</u>	<u>166,579</u>	<u>1,934,319</u>
Cash fund balances, end of year	<u>\$ 1,934,149</u>	<u>421,318</u>	<u>2,355,467</u>

The notes to the combined financial statements are an integral part of this statement

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
 COMBINED STATEMENT OF REVENUES COLLECTED, EXPENDITURES AND
 CHANGES IN CASH FUND BALANCES - BUDGETED GOVERNMENTAL FUND TYPES - REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2022

	GENERAL FUND			
	Original Budget	Final Budget	Actual	Prior Year (Memorandum Only)
Revenues Collected:				
Local sources	\$ 2,570,475	2,570,475	1,871,819	1,691,508
State sources	6,223,492	6,223,492	6,028,844	3,936,068
Federal sources	2,574,591	2,574,591	1,277,194	1,273,500
Non-revenue receipts			880,776	
Total revenues collected	<u>11,368,558</u>	<u>11,368,558</u>	<u>10,058,633</u>	<u>6,901,076</u>
Expenditures:				
Instruction	3,694,000	3,694,000	3,693,708	2,969,435
Support services	4,392,500	4,392,500	4,186,240	2,445,995
Operation of non-instructional services	755,000	755,000	609,773	170,125
Facilities acquisition & construction services	501,000	501,000	498,844	100,000
Other outlays:				
Clearing account	48,000	48,000	47,003	
Correcting entry	882,000	882,000	881,001	
Other uses / Unbudgeted	<u>2,863,798</u>	<u>2,863,798</u>		
Total expenditures	<u>13,136,298</u>	<u>13,136,298</u>	<u>9,916,569</u>	<u>5,685,555</u>
Excess of revenues collected over (under) expenditures before other financing sources (uses)	(1,767,740)	(1,767,740)	142,064	1,215,521
Other financing sources (uses):				
Adjustments to prior year encumbrances	<u>0</u>	<u>0</u>	<u>24,345</u>	<u>102,281</u>
Excess of revenues collected over (under) expenditures	(1,767,740)	(1,767,740)	166,409	1,317,802
Cash fund balance, beginning of year	<u>1,767,740</u>	<u>1,767,740</u>	<u>1,767,740</u>	<u>449,938</u>
Cash fund balance, end of year	<u>\$ 0</u>	<u>0</u>	<u>1,934,149</u>	<u>1,767,740</u>

The notes to the combined financial statements are an integral part of this statement

NOTES TO COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements of the Tulsa Honor Academy Charter School No. 18 (the “School”) have been prepared in conformity with another comprehensive basis of accounting prescribed by the Oklahoma State Department of Education as authorized by Oklahoma Statutes. Accordingly, the accompanying financial statements are not intended to present financial position and results of operations in conformity with the accounting principles generally accepted in the United States of America. The School’s accounting policies are described in the following notes that are an integral part of the School’s financial statements.

A. Reporting Entity

Tulsa Honor Academy, Inc., an Oklahoma not-for profit corporation described in Internal Revenue Code Section 501(c)(3), was formed for the benefit of a school to be called Tulsa Honor Academy Charter School. The School was formed under provisions of the Oklahoma Charter Schools Act through a contract with Independent School District No. 1 of Tulsa County, Oklahoma (Tulsa Public Schools), as its sponsoring school, a political subdivision of the State of Oklahoma. Approval was granted by the Oklahoma State Department of Education and School operations began in July 2015. The School is also a corporate body for public purposes created under Title 70 of the Oklahoma Statutes and accordingly is a separate entity for operating and financial reporting purposes. The School is part of the public school system of Oklahoma under the general direction and control of the State Board of Education and is financially dependent on State of Oklahoma support. The general operating authority for the public school system is the Oklahoma School Code contained in Title 70, Oklahoma Statutes.

The governing body of the School is the Board of Education composed of at least seven appointed members and no more than fifteen appointed members. The appointed Executive Director is the executive officer of the School.

In evaluating how to define the School, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria established by the Governmental Accounting Standards Board (GASB). The basic – but not the only – criterion for including a potential component unit within the reporting entity is the governing body’s ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations and accountability for fiscal matters. A second criterion used in evaluating potential component

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d

A. Reporting Entity – cont’d

units is the scope of public service. Application of this criterion involves considering whether the activity benefits the School and/or its citizens, or whether the activity is conducted within the geographic boundaries of the School and is generally available to its patrons. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the School is able to exercise oversight responsibilities. Based upon the application of these criteria, the School has identified THA Facilities, LLC as a potential component unit and has disclosed all financial information of the component unit in the Notes to the Financial Statements (see Note 9 for more detailed information regarding THA Facilities, LLC).

B. Measurement Focus

The School uses funds and account groups to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain School functions or activities.

A fund is a separate accounting entity with a self-balancing set of accounts. An account group, on the other hand, is a financial reporting device designed to provide accountability for certain assets and liabilities that are not recorded in the funds because they do not directly affect net expendable available financial resources.

Funds are classified into three categories: Governmental, proprietary and fiduciary. Each category, in turn, is divided into separate “fund types.”

Governmental Fund Types

Governmental funds are used to account for all or most of a government’s general activities, including the collection and disbursement of earmarked monies (special revenue funds), the acquisition or construction of general fixed assets (capital projects funds), and the servicing of general long-term debt (debt service funds).

General Fund – The general fund is used to account for all financial transactions except those required to be accounted for in another fund. Major revenue sources include state and local property taxes and state funding under the Foundation and Incentive Aid Program. Expenditures include all costs associated with the daily operations of the School except for programs funded for building repairs and maintenance, school construction and debt service on bonds and other long-term debt. The general fund includes federal and state restricted monies that must be expended for specific programs.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d

B. Measurement Focus - cont’d

Special Revenue Funds – Special revenue funds account for revenue sources that are restricted to expenditures for specific purposes. The special revenue funds for the School typically include the child nutrition funds. The School maintained no special revenue funds in the 2021-22 fiscal year.

Child Nutrition Fund - The child nutrition fund consists of monies derived from federal and state financial assistance and food sales. This fund is used to account for the various nutrition programs provided to students. The School operates their child nutrition program within the general fund.

Fiduciary Fund Types

Fiduciary funds are used to account for assets held on behalf of outside parties, including other governments, or on behalf of other funds within the School. The terms “non-expendable” and “expendable” refer to whether or not the School is under an obligation to maintain the trust principal. Agency funds generally are used to account for assets that the School holds on behalf of others as their agent and do not involve measurement of results of operation.

Expendable Trust Funds – Expendable trust funds typically include the gifts and endowments fund. The School did maintain a gifts fund during the 2021-22 fiscal year.

Gifts and Endowments Fund – The gifts and endowments fund receives its assets by way of philanthropic foundations, individuals, or private organizations for which no repayment or special service to the contributor is expected. This fund is used to promote the general welfare of the District.

Agency Fund – The agency fund is the school activities fund which is used to account for monies collected principally through the fundraising efforts of students and school-sponsored groups. The administration is responsible, under the authority of the Board, for collecting, disbursing and accounting for these activity funds.

Account Groups

An account group is not a fund and consists of a self-balancing set of accounts used only to establish accounting control over long-term debt and fixed assets.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d

B. Measurement Focus - cont’d

Memorandum Only - Total Column

The total column on the combined financial statements – regulatory basis is captioned “memorandum only” to indicate that it is presented only to facilitate financial analysis. Data in this column does not present financial position or results of operations in conformity with accounting principles generally accepted in the United States. Neither is such data comparable to a consolidation. Interfund eliminations have not been made in the aggregation of this data.

C. Basis of Accounting and Presentation

The School prepares its financial statements in a presentation format that is prescribed by the Oklahoma State Department of Education. This format is essentially the generally accepted form of presentation used by state and local governments prior to the effective date of GASB Statement No. 34, *Basic Financial Statements – Management’s Discussion and Analysis for State and Local Governments* with certain modifications. This format differs significantly from that required by GASB 34.

The financial statements are essentially prepared on the basis of cash receipts and disbursements modified as required by the regulations of the Oklahoma State Department of Education as follows:

- Encumbrances represented by purchase orders, contracts, and other commitments for the expenditure of monies are recorded as expenditures when approved.
- Investments are recorded as assets when purchased.
- Inventories of school supplies are recorded as expenditures and not as inventory assets.
- Warrants/checks payable are recorded as liabilities when issued.
- Long-term debt is recorded in the General Long-Term Debt Account Group and not in the basic financial statements.
- Compensated absences are recorded as expenditures when paid and not recorded as a liability.
- Fixed assets are recorded in the General Fixed Asset Account Group and not in the basic financial statements. Fixed assets are not depreciated.

This regulatory basis of accounting differs from accounting principles generally accepted in the United States of America, which require revenues to be recognized when they become available and measurable, or when they are earned, and expenditures or expenses to be recognized when the related liabilities are incurred for governmental fund types; and, when revenues are earned.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d

C. Basis of Accounting and Presentation – cont’d

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. All governmental type funds are accounted for using the regulatory basis of accounting. Revenues are recognized when they are received rather than earned and expenditures are generally recognized when encumbered/reserved rather than at the time the related fund liability is incurred. These practices differ from accounting principles generally accepted in the United States.

D. Budgets and Budgetary Accounting

The District is required by state law to prepare an annual budget. The Board of Education must request an initial temporary appropriations budget from their County Excise Board before June 30. The District uses the temporary appropriation amounts as their legal expenditure limit until the annual Estimate of Needs is completed.

A budget is legally adopted by the Board of Education for all funds (with the exception of the trust and agency funds) that includes revenues and expenditures. No later than October 1, each Board of Education shall prepare a financial statement and Estimate of Needs to be filed with the applicable County Clerk and the State Department of Education.

The 2021-22 Estimate of Needs was not amended by any supplemental appropriations. Any amendments must be approved by the County Excise Board.

Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting – under which purchase orders and other commitments of resources are recorded as expenditures of the applicable fund – is utilized in all governmental funds of the School. Unencumbered appropriations lapse at the end of each fiscal year. While the Debt Service Fund is a governmental fund, a comparison of budget to actual schedule is presented in the financial statements, although the board can exercise no control of the revenue sources for this fund (except interest earnings), and no control over its expenditures.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d

E. Assets, Liabilities and Fund Balance

Cash and Cash Equivalents – The School considers all cash on hand, demand deposit accounts, and highly liquid investments, with an original maturity of three months or less when purchased, to be cash and cash equivalents.

Investments – The School considers investments of direct obligations of the United States government and agencies, certificates of deposits, savings accounts or savings certificates with maturities of greater than three months. All investments are recorded at cost, which approximates market value.

Inventories – The value of consumable inventories at June 30, 2022 is not material to the combined financial statements.

Fixed Assets and Property, Plant and Equipment – The District has not maintained a record of general fixed assets, and, accordingly, a General Fixed Assets Account Group required by the regulatory basis of accounting prescribed by the Oklahoma State Department of Education is not included in the financial statements. General fixed assets purchased are recorded as expenditures in the various funds at the time of purchase.

Warrants/Checks Payable – Warrants/Checks are issued to meet the obligations for goods and services provided to the School. The School recognizes a liability for the amount of outstanding warrants/checks that have yet to be redeemed by the School’s bank.

Encumbrances – Encumbrances represent commitments related to purchase orders, contracts, other commitments for expenditures or resources, and goods or services received by the School for which a warrant has not been issued. An expenditure is recorded and a liability is recognized for outstanding encumbrances at year end in accordance with the regulatory basis of accounting. While the regulatory basis that is used for the Debt Service Fund approximates full accrual accounting, the accruals recorded are reported to meet regulatory requirements, as opposed to the requirements of generally accepted accounting principles.

Compensated Absences – The School provides vacation and sick leave benefits in accordance with Title 70 of the Oklahoma Statutes, Article 6-104, which provides for annual sick leave and personal business days. School policy allows certified employees to accumulate such days to a maximum number of days. Vested or accumulated vacation leave that is expected to be liquidated with expendable available financial resources had not been reported as an expenditure of the governmental fund that will pay it since the financial statements have been prepared on the regulatory basis of accounting. This practice differs from generally accepted accounting principles.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d

E. Assets, Liabilities and Fund Balance – cont’d

Funds Held for School Organizations – Funds held for school organizations represent the funds received or collected from students or other cocurricular and extracurricular activities conducted in the School, control over which is exercised by the board of education. These funds are credited to the account maintained for the benefit of each particular activity within the school activity fund.

Long-Term Debt – Long-term debt is recognized as a liability of a governmental fund when due, or when resources have been accumulated in the debt service fund for payment early in the following year. For other long-term obligations, only that portion expected to be financed from expendable available financial resources is reported as a fund liability of a governmental fund. The remaining portion of such obligations is reported in the general long-term debt account group.

Fund Balance – In the fund financial statements, governmental funds report the hierarchy of fund balances. The hierarchy is based primarily on the degree of spending constraints placed upon use of resources for specific purposes versus availability of appropriation. An important distinction that is made in reporting fund balance is between amounts that are considered *nonspendable* (i.e., fund balance associated with assets that are not in spendable form, such as inventories or prepaid items, long-term portions of loans and notes receivable, or items that are legally required to be maintained intact (such as the corpus of a permanent fund)) and those that are *spendable* (such as fund balance associated with cash, investments or receivables).

Amounts in the spendable fund balance category are further classified as *restricted*, *committed*, *assigned* or *unassigned*, as appropriate.

Restricted fund balance represents amounts that are constrained either externally by creditors (such as debt covenants), grantors, contributors or laws or regulations of other governments; or by law, through constitutional provisions or enabling legislation.

Committed fund balance represents amounts that are useable only for specific purposes by formal action of the government’s highest level of decision-making authority. Such amounts are not subject to legal enforceability (like restricted amounts) but cannot be used for any other purpose unless the government removes or changes the limitation by taking action similar to that which imposed the commitment.

Assigned fund balance represents amounts that are intended to be used for specific purposes but are neither restricted nor committed. Intent is expressed by the governing body itself, or a subordinated high-level body or official who the governing body has delegated the authority to assign amounts to be used for specific purposes. Assigned fund

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d

E. Assets, Liabilities and Fund Balance – cont’d

balances include all remaining spendable amounts (except negative balances) that are reported in governmental funds other than the general fund, that are neither restricted nor committed, and amounts in the general fund that are intended to be used for specific purposes in accordance with the provisions of the standard.

Unassigned fund balance is the residual classification for the general fund. It represents the amounts that have not been assigned to other funds, and that have not been restricted, committed, or assigned to specific purposes within the general fund.

F. Revenue and Expenditures

Local Revenues – Revenue from local sources is the money generated from within the boundaries of the School and available to the School for its use. The School is authorized by state law to levy property taxes which consist of ad valorem taxes on real and personal property within the district. These property taxes are distributed to the School’s general, building and sinking funds based on the levies approved for each fund. The County Assessor, upon receipt of the certification of tax levies from the county excise board, extends the tax levies on the tax rolls for submission to the county treasurer prior to October 1. The county treasurer must commence tax collection within fifteen days of receipt of the tax rolls. The first half of taxes is due prior to January 1. The second half is due prior to April 1. If the first payment is not made in a timely manner, the entire tax becomes due and payable on January 2. Second half taxes become delinquent on April 1, of the year following the year of assessment. If not paid by the following October 1, the property is offered for sale for the amount of taxes due. The owner has two years to redeem the property by paying the taxes and penalty owed. If at the end of two years the owner has not done so, the purchaser is issued a deed to the property. (Charter school districts are not eligible to receive local property tax revenue). Other local sources of revenues include tuition, fees, rentals, disposals, commissions and reimbursements.

Intermediate Revenues - Revenue from intermediate sources is the amount of money from funds collected by an intermediate administrative unit, or a political subdivision between the School and the state and distributed to districts in amounts that differ in proportion to those which are collected within such systems.

State Revenues – Revenues from state sources for current operations are primarily governed by the state aid formula under the provisions of Article XVIII, Title 70, Oklahoma Statutes. The State Board of Education administers the allocation of state aid funds to school districts based on information accumulated from the districts.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

F. Revenue and Expenditures – cont'd

After review and verification of reports and supporting documentation, the State Department of Education may adjust subsequent fiscal period allocations of money for prior year errors disclosed by review. Normally, such adjustments are treated as reductions from or additions to the revenue of the year when the adjustment is made.

The School receives revenue from the state to administer certain categorical educational programs. State Board of Education rules require that revenue earmarked for these programs be expended only for the program for which the money is provided and require that the money not expended as of the close of the fiscal year be carried forward into the following year to be expended for the same categorical programs. The State Department of Education requires that categorical educational program revenues be accounted for in the general fund.

Federal Revenues – Federal revenues consist of revenues from the federal government in the form of operating grants or entitlements. An operating grant is a contribution to be used for a specific purpose, activity or facility. A grant may be received either directly from the federal government or indirectly as a passthrough from another government, such as the state. Entitlement is the amount of payment to which the School is entitled pursuant to an allocation formula contained in applicable statutes. All of the federal revenues received by the School are apportioned to the general fund.

Non-Monetary Transactions – The School receives commodities from the U.S. Department of Agriculture. The value of these commodities has been included in the Schedule of Expenditures of Federal Awards; however, they have not been included in the financial statements as either revenue or expense since they are not reported under the regulatory basis of accounting.

Interest Earnings – Represent compensation for the use of financial sources over a period of time.

Non-Revenue Receipts – Non-revenue receipts represent receipts deposited into a fund that are not new revenues to the School, but the return of assets.

Instruction Expenditures – Instruction expenditures include the activities dealing directly with the interaction between teachers and students. Teaching may be provided for students in a school classroom, in another location, such as a home or hospital, and in other learning situations, such as those involving cocurricular activities. It may also be provided through some other approved medium, such as television, radio, telephone and correspondence. Included here are the activities of teacher assistants of any type (clerks, graders, teaching machines, etc.) which assist in the instructional process. The activities of tutors, translators

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd

F. Revenue and Expenditures – cont'd

and interpreters would be recorded here. Department chairpersons who teach for any portion of time are included here. Tuition/transfer fees paid to other LEAs would be included here.

Support Services Expenditures – Support services expenditures provide administrative, technical (such as guidance and health) and logistical support to facilitate and enhance instruction. These services exist as adjuncts for fulfilling the objectives of instruction, community services and enterprise programs, rather than as entities within themselves.

Operation of Non-Instructional Services Expenditures – Activities concerned with providing non-instructional services to students, staff or the community.

Facilities Acquisition and Construction Services Expenditures – Consists of activities involved with the acquisition of land and buildings; remodeling buildings; the construction of buildings and additions to buildings; initial installation or extension of service systems and other built-in equipment; and improvements to sites.

Other Outlays Expenditures – A number of outlays of governmental funds are not properly classified as expenditures, but still require budgetary or accounting control. These are classified as Other Outlays. These include debt service payments (principal and interest).

Other Uses Expenditures – This includes scholarships provided by private gifts and endowments; student aid and staff awards supported by outside revenue sources (i.e., foundations). Also, expenditures for self-funded employee benefit programs administered either by the School or a third-party administrator.

Repayment Expenditures – Repayment expenditures represent checks/warrants issued to outside agencies for refund or restricted revenue previously received for overpayment, non-qualified expenditures and other refunds to be repaid from School funds.

Interfund Transactions – Quasi-external transactions are accounted for as revenues, expenditures or expenses. Transactions that constitute reimbursements to a fund or expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the fund that is reimbursed.

All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers. Nonrecurring or nonroutine permanent transfers of equity are reported as residual equity transfers. All other interfund transfers are reported as operating transfers. There were no interfund transfers made during the 2021-22 fiscal year.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

2. CASH AND INVESTMENTS

Custodial Credit Risk – Custodial credit risk is the risk that in the event of a bank failure, the School's deposits may not be returned to the School. The School's cash deposits and investments at June 30, 2022 were \$2,966,568 at financial institutions and were completely insured or collateralized by federal depository insurance, direct obligations of the U.S. Government, or securities held by the School or by its agent in the School's name.

Investment Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair market value of an investment. Due to the required liquidity for those investments, these funds have no defined maturity dates. The School does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses from increasing interest rates.

Investment Credit risk – Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The School does not have a formal policy limiting its investment choices, other than the limitation of state law as follows:

- Direct obligations of the U.S. Government, its agencies and instrument to which the full faith and credit of the U.S. Government is pledged, or obligations to the payment of which the full faith and credit of the State is pledged.
- Certificates of deposit or savings accounts that are either insured or secured with acceptable collateral with in-state financial institutions, and fully insured certificates of deposit or savings accounts in out-of-state financial institutions.
- With certain limitation, negotiable certificates of deposit, prime bankers acceptances, prime commercial paper and repurchase agreements with certain limitations.
- County, municipal or district tax supported debt obligations, bond or revenue anticipation notes, money judgments, or bond or revenue anticipation notes of public trusts whose beneficiary is a county, municipality or school district.
- Notes or bonds secured by mortgage or trust deed insured by the Federal Housing Administrator and debentures issued by the Federal Housing Administrator, and in obligations of the National Mortgage Association.
- Money market funds regulated by the SEC and in which investments consist of the investments mentioned in the previous bullet items.

Concentration of Investment Credit Risk – The School places no limit on the amount it may invest in any one issuer.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

3. INTERFUND RECEIVABLES AND PAYABLES

There were no interfund receivables or payables at June 30, 2022.

4. GENERAL LONG-TERM DEBT

There was no general long-term outstanding debt at June 30, 2022.

5. EMPLOYEE RETIREMENT SYSTEM AND PLAN

The School has chosen not to participate in the Oklahoma Teachers Retirement System.

The School offered a 401K plan to its employees. Under the plan, the employer will match fifty percent (50%) of the employee contributions, not to exceed 3% of employee's compensation.

6. COMMITMENTS

Charter Contract – The School operates under two separate charters (one for the middle school and one for the high school) granted by Tulsa Public Schools (TPS). As the sponsoring organization, TPS exercises certain oversight responsibilities. Under these charters, the School has agreed to pay TPS an annual administrative fee equal to 3% of state aid revenue. The current charter contract for the middle school is effective until June 30, 2027 and the high school charter contract is effective until June 30, 2024.

Building Lease – The School leases their building at 1421 S. Sheridan Road, Tulsa, Oklahoma 74112 from THA Facilities, LLC (Landlord) at a monthly rate determined by the base annual rent. The base annual rent shall be equal on an annual basis to one hundred percent of the annual debt service payments, including all fees and other charges, costs and expenses, required by Landlord to service its debt under the loan agreement. The budgeted base annual rent may increase or decrease, as determined by Landlord from time to time in its sole discretion, based on the total amount needed by Landlord to fully pay the principal payments, interest payments and all other obligations, costs, reserve requirements, fees, and expenses which the Landlord obligated to pay under the loan agreement. The School paid approximately \$377,407 in rent during the 2021-22 fiscal year. Approximately \$223,000 of these rental payments were made to the previous landlord, GKFF Real Estate LLC, and the remaining payments were made to a related party THA Facilities, LLC (see note 9 for more detailed information on the related party transactions). The rental payments were made from the School's expendable trust (gifts) fund and partially out of the general fund.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

6. COMMITMENTS – cont'd

Building & Transportation Commitments – The School also leases the Bell Primary building from TPS on an annual basis. The School paid approximately \$267,791 in lease payments to TPS during the 2021-22 fiscal year.

In addition, the School has a transportation contract with DS Bus Lines (DS) where DS provided buses for student transportation. The School paid approximately \$365,165 in contract payments to DS during the 2021-22 fiscal year.

7. RISK MANAGEMENT

The School is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; or acts of God. The School purchases commercial insurance to cover these risks, including general and auto liability, property damage, and public officials' liability. Settled claims resulting from risks have not exceeded the commercial insurance coverage in any of the past three fiscal years.

8. CONTINGENCIES

Federal Grants

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amounts, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the School expects such amounts, if any, to be immaterial.

The Schedule of Federal Awards shows the federal awards received and expended by the School during the 2021-22 fiscal year. The revised Uniform Guidance Audits of States, Local Governments and Non-Profit Organizations, established uniform audit requirements for nonfederal entities which expended more than \$750,000 in federal awards.

Litigation

Officials are not aware of any pending or threatened litigation, claims or assessments or unasserted claims or assessments against the School.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
NOTES TO THE COMBINED FINANCIAL STATEMENTS – REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

9. RELATED PARTY TRANSACTIONS – THA FACILITIES, LLC COMPONENT UNIT

During the 2021-22 fiscal year, Tulsa Honor Academy, Inc. formed a company, THA Facilities, LLC (the Company), as a limited liability company filed with the Oklahoma Secretary of State. The Company was formed to benefit and assist in carrying out the purpose of the School and Tulsa Honor Academy, Inc. is the sole member of the Company. Specifically, the Company was formed to finance the School's facilities improvements and the Company is considered a component unity of the School.

Component units are legally separate organizations for which the Board is financially accountable for or other organizations whose nature and significant relationship with the School are such that exclusion would cause the School's financial statements to be misleading or incomplete. The School is financially accountable if it appoints a majority of the Company's board and (1) is able to impose its will on the Company, or (2) there is a potential to provide specific financial benefit or to impose a burden on the School.

The Company entered into a \$12,700,000 loan agreement, with a 2.87% interest rate in order to finance and refinance the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping the School's facility at 1421 S. Sheridan Road. The monthly principal and interest payments on the loan are \$44,177 until November 1, 2023 at which time the monthly payments are \$58,377 until paid in 2052.

Further, during the 2021-22 fiscal year, the School entered into a lease agreement with the Company to operate in the facilities. The lease agreement calls for the School to make rental payments equal to the Company's debt obligation. The School paid \$154,620 in rental payments to the Company during the 2021-22 fiscal year. The Company had cash and cash equivalents of approximately \$51,966 at June 30, 2022.

SUPPLEMENTARY INFORMATION

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, OKLAHOMA COUNTY
 COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES -
 AGENCY FUNDS - REGULATORY BASIS
 FOR THE YEAR ENDED JUNE 30, 2022

	<u>BALANCE</u> <u>7-01-21</u>	<u>ADDITIONS</u>	<u>NET</u> <u>TRANSFERS</u>	<u>DEDUCTIONS</u>	<u>BALANCE</u> <u>6-30-22</u>
<u>ASSETS</u>					
Cash	\$ 0	5,349	0	4,149	1,200
<u>LIABILITIES</u>					
Funds held for school organizations:					
Student Council	\$ 0	5,349	0	4,149	1,200

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REGULATORY BASIS**

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2022

Federal Grantor / Pass Through Grantor / Program Title	Federal Assistance Listing Number	Total Expenditures
<u>U.S. Department of Education</u>		
<u>Passed Through State Department of Education:</u>		
Title I	84.010	\$ 196,845
Title II, Part A	84.367	33,223
ARP- IDEA-B Flow Through	84.027X	27,404
IDEA-B Flowthrough	84.027	98,357
Title IV, Part A	84.424	14,219
CDC Reopening schools	93.323	<u>76,292</u>
*COVID-19 ESF:		
ESSER I	84.425D	6,113
ESSER II	84.425D	465,192
ESSER Summer learning	84.425U	20,624
ESSER After school programs	84.425U	22,369
ESSER Counselor corps	84.425U	<u>47,000</u>
Total COVID-19		<u>561,298</u>
<u>U.S. Department of Agriculture:</u>		
<u>Passed Through State Department of Education</u>		
*Child Nutrition Programs:		
School breakfast program	10.553	94,205
National school lunch program	10.555	422,903
Emergency operational costs	10.555	40,739
Supply chain asst program	10.555	<u>6,744</u>
Total Child Nutrition Cluster		<u>564,591</u>
Other Child Nutrition Programs:		
P-EBT	10.649	<u>614</u>
<u>Other Federal Assistance:</u>		
CSP Grant Middle School	84.282	<u>278,016</u>
Total Federal Assistance		<u>\$ 1,850,859</u>

Note 1 - Basis of Presentation - The accompanying schedule of expenditures of federal awards includes the federal activity of the District for the year ended June 30, 2022. This information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the District, it is not intended and does not present the financial position, changes in net assets, or cash flows of the District.

Note 2 - Summary of Significant Accounting Policies - Expenditures reported on this schedule are reported on the regulatory basis of accounting consistent with the preparation of the combined financial statements. Expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The District has elected not to use the 10 percent de minimus indirect cost rate allowed under the Uniform Guidance.

* Major programs

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - REGULATORY BASIS
PREPARED FOR THE OKLAHOMA STATE DEPARTMENT OF EDUCATION
FOR THE YEAR ENDED JUNE 30, 2022

Federal Grantor / Pass Through Grantor / Program Title	Federal Assistance Listing Number	OCAS Project Number	Program or Award Amount	Balance at 7/1/21	Revenue Collected	Total Expenditures	Balance at 6/30/22
<u>U.S. Department of Education:</u>							
<u>Passed Through State Department of Education:</u>							
Title I	84.010	511	\$ 220,887		178,180	196,845	18,665
Title I, 2020-21	84.010	799		35,167	35,167		
Title II, Part A	84.367	541	33,223		33,223	33,223	
ARP- IDEA-B Flow Through	84.027X	628	27,404			27,404	27,404
IDEA-B Flowthrough	84.027	621	101,645		70,134	98,357	28,223
IDEA-B Flowthrough 2020-21	84.027	799		9,648	9,648		
IDEA-B Professional Development	84.027	615	1,024				
IDEA-B Professional Development 2020-21	84.027	799		2,197	2,197		
Title IV, Part A	84.424	552	14,219		14,219	14,219	
CDC Reopening schools	93.323	723	150,000		34,192	76,292	42,100
<u>COVID-19 ESF:</u>							
ESSER I	84.425D	788	6,113			6,113	6,113
ESSER I 2020-21	84.425D	799		9,958	9,958		
ESSER II	84.425D	793	684,749			465,192	465,192
ESSER III	84.425U	795	1,538,946				
ESSER Summer learning	84.425U	558	23,784			20,624	20,624
ESSER After school programs	84.425U	559	52,364			22,369	22,369
ESSER Counselor corps	84.425U	722	63,000		44,555	47,000	2,445
Total COVID-19 ESF:			2,368,956	9,958	54,513	561,298	516,743
Sub Total			2,917,358	56,970	431,473	1,007,638	633,135
<u>U.S. Department of Agriculture:</u>							
<u>Passed Through State Department of Education</u>							
<u>Child Nutrition Programs:</u>							
P-EBT	10.649	760			614	614	
School breakfast program	10.553	764			94,205	94,205	
National school lunch program	10.555	763			422,903	422,903	
Emergency operational costs	10.555	762			40,739	40,739	
Supply chain asst program	10.555	759			22,060	6,744	
Total for Program Cluster					580,521	565,205	
<u>Other Federal Assistance:</u>							
CSP Grant Middle School	84.282	771	278,016		47,034	278,016	230,982
CSP Grant Middle School 2020-21	84.282	799		218,167	218,167		
Sub Total			278,016	218,167	265,201	278,016	230,982
Total Federal Assistance			\$ 3,195,374	275,137	1,277,195	1,850,859	864,117

Note 1 - This schedule was prepared on a regulatory basis of accounting consistent with the preparation of the combined financial statements, except for the non-cash assistance noted in Note 2.

Note 2 - Food Distribution- Non-cash assistance is reported in this schedule at the fair market value of the commodities received and disbursed.

Note 3 - None of the federal programs include any loan programs, loan guarantee programs, has no sub-recipients and does not use the 10% de minimus indirect cost rate.

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
STATEMENT OF STATUTORY, FIDELITY AND HONESTY BONDS
FOR THE YEAR ENDED JUNE 30, 2022


<u>BONDING COMPANY</u>	<u>POSITION COVERED</u>	<u>BOND NUMBER</u>	<u>COVERAGE AMOUNT</u>	<u>EFFECTIVE DATES</u>
Liberty Mutual Surety -	Head of School	601104028	\$ 100,000	7/1/2021 - 6/30/2022
	Treasurer	601104028	100,000	7/1/2021 - 6/30/2022
	Encumbrance Clerk	601104028	10,000	7/1/2021 - 6/30/2022
	Minutes Clerk	601104028	10,000	7/1/2021 - 6/30/2022
	Activity Fund Custodian	601104028	10,000	7/1/2021 - 6/30/2022

TULSA HONOR ACADEMY CHARTER SCHOOL NO. E-018, TULSA COUNTY
SCHEDULE OF ACCOUNTANT'S PROFESSIONAL LIABILITY INSURANCE AFFIDAVIT
JULY 1, 2021 TO JUNE 30, 2022

State of Oklahoma)
) ss
County of Tulsa)


The undersigned auditing firm of lawful ages, being first duly sworn on oath says that said firm had in full force and effect Accountant's Professional Liability Insurance in accordance with the "Oklahoma Public School Audit Law" at the time of audit contract and during the entire audit engagement with Tulsa Honor Academy Charter School for the audit year 2021-22.

Bledsoe, Hewett & Gullekson
Certified Public Accountants, PLLLP
Auditing Firm

By 
Authorized Agent

Subscribed and sworn to before me
This 13th day of March, 2023




Notary Public (or Clerk or Judge)

My Commission Expires: 12/11/2024
Commission No. 20014980



BLEDSON, HEWETT & GULLEKSON
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP

Eric M. Bledsoe, CPA
Jeffrey D. Hewett, CPA
Christopher P. Gullekson, CPA

P.O. BOX 1310 • 121 E. COLLEGE ST. • BROKEN ARROW, OK 74013 • (918) 449-9991 • (800) 522-3831 • FAX (918) 449-9779

March 13, 2023

Ms. Elsie Urueta, Chief Executive Officer
Tulsa Honor Academy Charter School
1421 S Sheridan Rd
Tulsa, Oklahoma 74112

Dear Ms. Urueta:

Listed below are the audit exceptions and recommendations from the final audit work we performed for you and are referred to in your audit report. Please review them very carefully, along with the review copy of your audit report. If you have questions or desire additional information, please call us so that any discrepancies may be resolved.

The following section contains the exceptions relayed to management that are control deficiencies, which are not included, but which we feel need to be communicated to you so appropriate action may be taken to correct these deficiencies.

Purchase Orders

- Of the purchase orders examined, a few did not have a “non-kickback” affidavit, as required by Oklahoma Statutes. The law in effect for 2021-22 required that an affidavit be obtained for every vendor from whom at least one invoice of \$25,000 or more is received. However, if a school executes a contract with any architect, contractor, engineer, or supplier, which is to provide services or materials on a continual basis, the school need obtain only one affidavit in lieu of the individual affidavits as stated above. We recommend that a non-kickback affidavit be obtained for each invoice received by the school, which is for \$25,000 or more, or, if the school has executed any contracts for services or materials to be used on a continual basis, that only one non-kickback be obtained.

Purchase Orders – cont'd

- Purchase orders were used in accordance with Oklahoma Statutes, however, they were not always encumbered against available appropriations prior to the obligations being incurred. We recommend that the District enforce its policies and procedures which require that purchase orders be encumbered prior to the obligation being incurred.

We take this opportunity to thank you and your professional staff for the outstanding cooperation and invaluable assistance you gave us during our recent onsite audit work.

Sincerely,



Christopher P. Gullekson

For

Bledsoe, Hewett & Gullekson
Certified Public Accountants, PLLLP



TULSA HONOR ACADEMY OPEN TRANSFER POLICY

Adoption Date	Effective Date	Revision Date(s):
December 21, 2021	January 1, 2022	June 21, 2022 September 20, 2022 December 13, 2022
Link to online Student Transfer Application: https://sde.ok.gov/student-transfers		

The school district will not accept or deny a transfer based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measure of achievement, aptitude or athletic ability. The school district will begin accepting applications for the next school year starting in January at a date determined annually. Receipt of applications will be documented by the district so that the district may review those applications in the order submitted for purposes of capacity limitations. The administration will not approve or deny transfers received for the next school year until after the April 1 capacity data is determined for each grade level and site within the school district.

Transfers that have previously been approved by the school district will remain in effect for future school years. The district will not require parents resubmit a new application each school year and will advance the previous application of an enrolled scholar amending only the grade placement of the scholar. A scholar who has attended THA as a resident student for at least three (3) years prior to becoming eligible to apply as a transfer student may be allowed to transfer to THA regardless of capacity.

A transfer may be requested at any time in the school year. State law does limit the ability of a scholar to transfer no more than two (2) times per school year to one or more school districts in which the scholar does not reside. Exceptions to this limit will exist for scholars in foster care. Scholars are legally entitled to reenroll at any time in his or her school district of residence. Any brother or sister of a scholar who transfers may attend the school district to which their sibling transferred as long as the school district has capacity in the grade level. A separate application must be filed for each scholar so that the district can timely consider requests in the order applications are received.

It is the policy of the board of education that any legally transferring scholar shall be accepted by the district if the district has the capacity to accept the scholar at the grade level at the school site.

By the first day of January, April, July and October, the board of education shall establish the number of transfer scholars the district has the capacity to accept in each grade level for each school site within the district. The number of transfer scholars for each grade level at each site that the district has the capacity to accept will be posted in a prominent place on the school district's website. The district shall report to the State Department of Education the number of



transfer scholars for each grade level for each school site which the district has the capacity to accept.

The district has a capacity of 95 in Grade 5 at Tulsa Honor Academy Middle School.
The district has a capacity of 105 in Grade 6 at Tulsa Honor Academy Middle School.
The district has a capacity of 105 in Grade 7 at Tulsa Honor Academy Middle School.
The district has a capacity of 105 in Grade 8 at Tulsa Honor Academy Middle School.
The district has a capacity of 105 in Grade 6 at Tulsa Honor Academy Flores Middle School.
The district has a capacity of 105 in Grade 7 at Tulsa Honor Academy Flores Middle School.
The district has a capacity of 50 in Grade 8 at Tulsa Honor Academy Flores Middle School.
The district has a capacity of 150 in Grade 9 at Tulsa Honor Academy High School.
The district has a capacity of 130 in Grade 10 at Tulsa Honor Academy High School.
The district has a capacity of 115 in Grade 11 at Tulsa Honor Academy High School.
The district has a capacity of 70 in Grade 12 at Tulsa Honor Academy High School.

A scholar shall be allowed to transfer to a district in which the parent or legal guardian of the scholar is employed, regardless of district capacity.

The school district shall enroll transfer scholars in the order in which they submit their applications. If the number of scholar transfer applications exceeds the capacity of the district, the district shall select transfer scholars in the order in which the district received the application. Scholars who are the dependent children of a member of the active uniformed military services of the United States on full-time active-duty status and scholars who are the dependent children of the military reserve on active duty orders shall be eligible for admission to the school district regardless of capacity of the district. Scholars shall be eligible for military transfer if:

1. At least one parent of the scholar has a Department of Defense issued identification card; and
2. At least one parent can provide evidence that he or she will be on active-duty status or active-duty orders, meaning the parent will be temporarily transferred in compliance with official orders to another location in support of combat, contingency operation or a national disaster requiring the use of orders for more than thirty (30) consecutive days.

If a transfer request is denied by the administration, the parent or legal guardian of the scholar may appeal the denial within ten (10) days of notification of denial to the board of education. The board of education shall consider the appeal at its next regularly scheduled board meeting if notice is provided prior to the statutory deadline for posting the agenda for the meeting. If notice is after the deadline for posting, the board may consider the appeal at a special meeting of the board of education.

During the appeal, the board of education will meet with the administration and parent or legal guardian of the scholar in executive session. While in executive session the administration will explain why the transfer was denied, and the members of the board will be able to ask questions



of the administration. The board will then hear from the parent or legal guardian as to why the transfer should have been approved. The members of the board will be able to ask questions of the parent or legal guardian. The administration and the parent or legal guardian will be excused from the executive session while the board deliberates on the appeal. The board will return to open session and will vote to approve the denial or overturn the denial of the transfer.

If the board of education votes to uphold the denial of the transfer, the parent or legal guardian may appeal the denial within ten (10) days of the notification of the appeal denial to the State Board of Education. The parent or legal guardian shall submit to the State Board of Education and to the superintendent of the district, a notice of appeal on the form prescribed by the State Board of Education.

A scholar who enrolls in a school district in which the scholar is not a resident shall not be eligible to participate in school-related extramural athletic competition governed by the Oklahoma Secondary School Activities Association for a period of one (1) year from the first day of attendance at the receiving school unless the transfer is from a school district which does not offer the grade the scholar is entitled to pursue as per 70 O.S. § 8-103.2.

LEGAL REFERENCES: **70 O.S. §1-114**
 70 O.S. §1-113
 70 O.S. §5-117.1
 70 O.S. §8-101, et seq.
 70 O.S. §24-101, et seq.; §24-102
 Family Education Rights and Privacy Act
 Atty. Gen. Op. No. 87-134, April 1, 1988

Change Order Listing

Options: Fund: General Fund, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 2/17/2023 - 3/13/2023, Minimum Amount Change: \$0.01, Minimum Percentage Change: 1.00%, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
3	07/08/2022	1019	Prosperity Bank	Purchases made that did not accept PO	261.22
14	07/14/2022	926	Standley Systems	Copier supplies- Staples	112.00
42	07/25/2022	632	Tulsa Public Schools	Lease and grounds keeping of facility	126.96
45	07/25/2022	699	Wired! Technology Services	24/7 Tech service	1,491.51
60	07/25/2022	911	Public Service Company of Oklahoma	Electric Services	9,661.76
64	07/25/2022	926	Standley Systems	School printer lease	10,818.55
122	07/28/2022	1019	Prosperity Bank	P-Card Expenses	21.50
123	07/28/2022	1019	Prosperity Bank	P card purchases	50.33
157	08/15/2022	628	AT&T Mobility	Phone lines to communicate about COVID-19	300.00
158	08/15/2022	1019	Prosperity Bank	Curley P-Card expenditures	69.53
220	10/14/2022	926	Standley Systems	Copier Supplies	222.75
309	02/16/2023	1147	Kansas Power School User Group	3 day PowerSchool User Conference fee for 2	50.00
Non-Payroll Total:					\$23,186.11
Payroll Total:					\$254,650.08
Report Total:					\$277,836.19

Purchase Order Register

Options: Year: 2022-2023, Fund: General Fund, Date Range: 2/17/2023 - 3/13/2023

PO No	Date	Vendor No	Vendor	Description	Amount
310	02/17/2023	1276	Pioneer Fence Co, Inc.	fix Sheridan Campus fence	1,000.00
311	02/17/2023	926	Standley Systems	Copy Supplies	1,000.00
312	02/17/2023	1453	NICOLLETTE SMITH	OC Basketball Game	75.00
313	02/17/2023	1454	ANTHONY DANIELS	OC Basketball Ref	75.00
314	02/21/2023	816	Amazon Capital Services	PE Equipment	1,036.43
315	02/23/2023	1455	GREENWOOD RISING, INC.	After School Expand. Learn. field trip -559 Grant	250.00
316	02/23/2023	816	Amazon Capital Services	Project 723 COVID prevention supplies	5,000.00
317	02/23/2023	1168	Crisis Prevention Institute, Inc.	crisis prevention training for school leadership	134.97
318	03/07/2023	583	Oklahoma Employee Grp Insurance	Employee insurance premiums	1,783.90
319	03/09/2023	810	Municipal Accounting System, Inc.	blank warrants for THA payments	1,000.00
320	03/13/2023	1256	DS Bus Lines, Inc.	College Visit Field Trip Buses	20,000.00
Non-Payroll Total:					\$31,355.30
Payroll Total:					\$0.00
Report Total:					\$31,355.30

PUBLIC COMMENT PROCESS

PUBLIC COMMENTS

In order to hear from stakeholders invested in Tulsa Honor Academy, Tulsa Honor Academy's Board of Directors allows public comments during regularly scheduled board meetings.

PROCESS

- Interested persons submit to the Board Clerk written comments of 350 words or fewer 2 hours or more prior to the board meeting.
 - Written comments must pertain to a board agenda item.
 - Comments may be submitted to questions@tulsahonor.org.
- The first 10 comments are read aloud (by the submitter, if present, or by the board clerk, if not). The remainder are shared in writing with board members.
- Comments must be shared prior to or during the board's consideration of the specific related agenda item. As such, the board clerk may choose for all public comments to occur at one time before the board's consideration of any relevant agenda items or at the time of the related agenda item.
- To avoid potential Open Meeting Acts violations, board members shall not respond specifically to public comments during the meeting.

PROHIBITIONS¹

School Board policies, state law, and federal law have established separate and distinct procedures and forums for the resolution of employee grievances, employee complaints, employee suspensions and terminations, complaints against individual employees, pupil suspensions and appeals, and litigation. To avoid circumvention of those separate proceedings and to ensure fairness to all parties concerned, no person will be permitted to speak regarding the following:

- an issue in a pending lawsuit, complaint or investigation filed with an outside agency, wherein the school district, employee(s), or the School Board is a party;
- a pending grievance;
- a pending employee complaint filed with the school district or outside agency;
- complaint against individual employee(s);
- employee disciplinary action, suspension, demotion, non-reemployment or termination;
- a pending pupil suspension or appeal which may reach the Board of Education

¹ <https://www.jenksps.org/vnews/display.v/SEC/About%20Us%7CBoard%20of%20Education>