



BOARD OF DIRECTORS MEETING

Tuesday, June 16, 2020

6:00 pm – 8:00 pm

Via Zoom | <https://tulsahonor.zoom.us/j/85753424441?pwd=K0puZzByQTF5WTBCa2k3NFZzaEyUT09>

Meeting ID: 857 5342 4441 | Password: 1N06ss

Posted on: _____ at _____

Posted by: _____

REMOTE PARTICIPANTS

Board Members

Ben Stewart (Board Chair)
Palmer Johnson (Vice Chair)
Nancy Carter (Treasurer)
Jahaziel Hiriart (Secretary)
Yolanda Charney
Conor Cleary
Moises Echeverria
John Gawey
Cynthia Jasso
Kian Kamas
Marvin Lizama
Michael Smith

THA Executive Leadership Team

Elsie Urueta Pollock (Executive Director)
Amanda Yuen (Director of Operations)
Emily Clements (Middle School Principal)
Alex Webb (High School Principal)

AGENDA

	Action	Item	Lead	Time
1.	-	Welcome	Ben Stewart, Board Chair	6:00 p.m.
2.	-	Roll Call	Ben Stewart, Board Chair	6:01 p.m.
3.	VOTE	Approval of The Consent Agenda a) Meeting Agenda b) May Meeting Minutes c) Houghton Mifflin SRI Reading Inventory Agreement	Ben Stewart, Board Chair Elsie Urueta Pollock, Executive Director	6:04 p.m.
4.	INFO	Progress on Permanent Facility	Kyle Rudolph, Link Group Tyler Baier, Level Field	6:10 p.m.
5.	VOTE	Approval of FY21 Budget	Amanda Yuen, Director of Operations	6:40 p.m.
6.	VOTE	Approval of Elsie Urueta Pollock's Employment Agreement	Amanda Yuen, Director of Operations	6:55 p.m.
7.	VOTE	Approval of the American Waste Agreement – HS Trash and Recycling	Amanda Yuen, Director of Operations	7:00 p.m.
8.	VOTE	Approval of the H&H – HS Serves Agreement	Amanda Yuen, Director of Operations	7:05 p.m.



9.	VOTE	Approval of the GoGuardian Chromebook Monitoring Agreement	Amanda Yuen, Director of Operations	7:10 p.m.
10.	VOTE	Approval of the PSO Primary Service and Maintenance Agreement	Amanda Yuen, Director of Operations	7:15 p.m.
11.	INFO	Executive Director's Report <ul style="list-style-type: none">• Q4 Staff Survey Results• Summer PD Planning• Other	THA Executive Leadership Team	7:20 p.m.
12.	INFO	Committee Reports <ul style="list-style-type: none">• Governance• Finance• Development• PR/Marketing	Committee Chairs	7:35 p.m.
13.	-	New Business	Ben Stewart, Board Chair	7:50 p.m.
14.	-	Adjourn	Ben Stewart, Board Chair	7:52 p.m.

ATTACHMENTS

- A. May Meeting Minutes
- B. Houghton Mifflin SRI Reading Inventory Agreement
- C. FY21 Budget
- D. Elsie Urueta Pollock's Employment Agreement
- E. American Waste Agreement
- F. H&H – HS Site Services Agreement
- G. GoGuardian Chromebook Monitoring Agreement
- H. PSO Primary Service and Maintenance Agreement



BOARD OF DIRECTORS EMERGENCY MEETING MINUTES

Tuesday, May 21, 2020

6-8pm

Via Zoom | <https://tulsa-honor.zoom.us/j/83347788615?pwd=cXlpS20wWTg3UWUwNGdxUJuWEtQUt09>

Meeting ID: 833 4778 815 | Password: 8Ap0Y2

Remote Participants

Board Members

Ben Stewart (Board Chair)
Palmer Johnson (Vice Chair)
Nancy Carter (Treasurer)
Jahaziel Hiriart (Secretary)
Conor Cleary
Moises Echeverria
John Gawey
Cynthia Jasso
Kian Kamas

Marvin Lizama

Michael Smith

THA Executive Leadership Team

Elsie Urueta Pollock (Executive Director)
Amanda Yuen (Director of Operations)
Emily Clements (Middle School Principal)
Alex Webb (High School Principal)

MINUTES

Item 1. Welcome

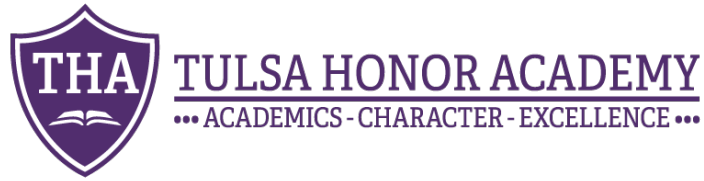
The Board Chair called the meeting to order at 6:10 p.m.

Item 2. Roll Call

Nancy Carter – Present
Yolanda Charney – Present
Conor Cleary – Present
Cynthia Jasso – Present
Moises Echeverria-Present
John Gawey-Present
Jazi Hiriart-Present
Palmer Johnson-Present
Kian Kamas-Absent
Marvin Lizama- Present
Michael Smith – Present
Ben Stewart- Present

Item 3. Approval of the Consent Agenda

- a) Meeting Agenda
- b) April Meeting Minutes



- c) 2020-2021 Application for Temporary Appropriations
- d) Technology support agreement with Wired!
- e) Accounting services agreement with Oklahoma Consulting Accounting Services (OCAS)
- f) Federal and state programs consulting agreement with EAS Consulting, Inc.
- g) student information system agreement with PowerSchool
- h) MAP student assessment service contract with NWEA

Ms. Jasso moved, 2nd by Mr. Echeverria

Nancy Carter – Yes
Yolanda Charney – Yes
Conor Cleary – Yes
Cynthia Jasso – Yes
Moises Echeverria- Yes
John Gawey -Yes
Jazi Hiriart- Yes
Palmer Johnson - Yes
Marvin Lizama - Yes
Michael Smith – Yes
Ben Stewart- Yes

Motion Passed

Item 4. Progress on Permanent Facility

Mr. Kyle Rudolph from Link Group and Tyler Baier from Level Field provided an update on construction project and financing overview.

Item 5. Approval of 2020-2021 food service management company contract with Keystone Food Services

Ms. Yuen shared the bid Keystone Food Services submitted and the benefits of working with them. Prices are per meals served.

Mr. Cleary moved, 2nd by Mr. Echeverria

Nancy Carter – Yes
Yolanda Charney – Yes
Conor Cleary – Yes
Cynthia Jasso – Yes
Moises Echeverria-Yes



John Gawey-Yes
Jazi Hiriart-Yes
Palmer Johnson - Yes
Marvin Lizama – Yes
Michael Smith – Yes
Ben Stewart- Yes

Motion Passed

Item 6. Approval of Custodial Services Agreement with Office Express

Ms. Yuen shared the potential scenarios for staffing and custodial services. There are 3 models depending on what the needs are for the school.

Mr. Lizama moved, 2nd by Ms. Charney

Nancy Carter – Yes
Yolanda Charney – Yes
Conor Cleary – Yes
Cynthia Jasso – Yes
Moises Echeverria-Yes
John Gawey-Yes
Jazi Hiriart-Yes
Palmer Johnson - Yes
Marvin Lizama – Yes
Michael Smith – Yes
Ben Stewart- Yes

Motion Passed

Item 7. Approval of low voltage/technology (\$100k), furniture (up to \$100k), and code-compliant HS facility expenses (up to \$300k) with expected reimbursement from CSP

Ms. Yuen shared the need for security cameras, surveillance systems, data cabling, intercom access control as well as furniture items. It will eventually be reimbursed by CSP.

Mr. Lizama moved, 2nd by Mr. Echeverria

Nancy Carter – Yes
Yolanda Charney – Yes
Conor Cleary – Yes



Cynthia Jasso – Yes
Moises Echeverria-Yes
John Gawey-Yes
Jazi Hiriart-Yes
Palmer Johnson - Yes
Marvin Lizama – Yes
Michael Smith – Yes
Ben Stewart- Yes

Motion Passed

Item 8. Approval of psychometrist contract for the 2020-2021 school year with Michi Morris

Ms. Clements shared positive feedback from working with Mrs. Morris in the past. There is a small increase in the price. Still not as high as the previous psychometrist due to targeted testing.

Mr. Cleary moved, 2nd by Ms. Carter

Nancy Carter – Yes
Yolanda Charney – Yes
Conor Cleary – Yes
Cynthia Jasso – Yes
Moises Echeverria-Yes
John Gawey-Yes
Jazi Hiriart-Yes
Palmer Johnson - Yes
Marvin Lizama – Yes
Michael Smith – Yes
Ben Stewart- Yes

Motion Passed

Item 9. Review of the FY21 Budget

Ms. Yuen shared some structural changes to the budget and share the year-to-year assumptions and projections. Her detailed notes and summary are also included in the document.

Item 10. Review of Annual Report

Ms. Yuen shared the document being used for the annual report. It is still not finalized but the structure and idea is captured.



Item 11. Executive Director's Report

- 2021 Update – plan to start the school year regularly (not distance learning) but being able to move to distance learning in case it is needed. Planning for wellness checks upon entry, allow leeway for tardies, stage start times, encourage drop off rather than bus riding, spread out desks in classrooms, limit transitions in hallways and have lunch in the classrooms. There are various scenarios with its own pros and cons: whole school attends every day; Last name A-L attend every other day, M-Z attend on opposite days; Grades 5,7 and 9 attend every other days and 6, 8, and 10 attend on opposite days. Summer PD starts in July. Hopefully, there will be a plan by then.
- Last day of school – May 29th
- 2020-2021 Enrollment – Ms. Yuen shared that they are still recruiting and working on the waitlist as the cycle closing approaches. All goals will be hit except in 10th grade potentially.
- Update on Custodial Service Agreement – change in child nutrition provider to Keystone- TPS has lost a lot of staff in their nutrition department; not sure if they'll be able to provide services by the start of the school year.
- Distance Learning Updates – Ms. Clements shared thee emphasis on parent communication during this time and changes to testing; Mr. Webb shared updates on data collection projects around student achievement; daily quizzes ramp up student engagement

Item 12. Committee Reports

- Governance – board survey went out to determine recruitment efforts. Board terms end in June.
- Finance
- Development – THA will apply for Hille's Foundation's Operational and Capital Grant; waiting to hear from a couple of foundations.
- PR/Marketing

Item 13. New Business

Item 14. Adjourn

The meeting adjourned at 7:50 p.m.



Houghton Mifflin Harcourt

Proposal

Prepared For

Tulsa Honor Academy MS

209 S Lakewood Ave
Tulsa OK 74112

Attention:

Amanda Yuen

ayuen@tulsahonor.org

For the Purchase of:

Technology Renewal 2020

Prepared By

Marcia Fleming

marcia.fleming@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.



Houghton Mifflin Harcourt

Attention:
Amanda Yuen
ayuen@tulsahonor.org

HMH Confidential and Proprietary

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

Proposal for Tulsa Honor Academy MS Technology Renewal 2020

ISBN	Title	Price	Quantity	Value of All Materials
Reading Inventory Subscription				
6001447 9780545369527	Reading Inventory Annual License Subscription	\$5.50	440	\$2,420.00
Total for Reading Inventory Subscription				

<u>Total for -</u>	\$2,420.00
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Renewal Dates: 8/29/2020-8/28/2021

<i>Subtotal Purchase Amount:</i>	\$2,420.00
<i>Shipping & Handling:</i>	\$0.00
<i>Total Cost of Proposal (PO Amount):</i>	\$2,420.00

****Please add proper sales tax to your order****



Houghton Mifflin Harcourt

Attention:
Amanda Yuen
ayuen@tulsahonor.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

HMH Confidential and Proprietary

Total Cost of Proposal (PO Amount): \$2,420.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Tulsa Honor Academy MS

Sold to:

Tulsa ISD

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/5/2020

Proposal Expiration Date: 6/19/2020

**Houghton Mifflin Harcourt****Houghton Mifflin Harcourt**

Attention:
Amanda Yuen
ayuen@tulsaohonor.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

HMH Confidential and Proprietary

Tulsa Honor Academy
FY20 - FY24 (2019 - 2024) Budget
REVENUE

Project Co Fundraising Sources	
001/298	Contributions & Donations Committed
0	Uniform Payments
285/763/7	Meal Payments
001/298	Taste of THA
0	Other Miscellaneous Funds
Total Local Sources	

100% FY21	100% FY22	100% FY23	102% FY24	104% FY25	106% FY26
\$ 1,751,546	\$ 890,000	\$ 740,000	\$ 740,000	\$ 740,000	\$ 740,000
\$ 35,000	\$ 41,594	\$ 47,935	\$ 49,152	\$ 51,138	\$ 54,268
\$ 10,000	\$ 11,884	\$ 13,696	\$ 14,043	\$ 14,611	\$ 15,505
\$ 50,000	\$ 50,000	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060
\$ 27,000	\$ 32,087	\$ 36,978	\$ 37,917	\$ 39,449	\$ 41,864
\$ 1,873,546	\$ 1,025,565	\$ 888,609	\$ 892,113	\$ 897,218	\$ 904,697

Project Co State Per Pupil AllocationS	
	Middle School State Allocation
	High School State Allocation
Total State Per Pupil Allocation	

\$ 2,431,070	\$ 2,431,070	\$ 2,431,070	\$ 2,479,691	\$ 2,529,285	\$ 2,579,871
\$ 1,473,498	\$ 2,239,717	\$ 2,976,465	\$ 3,035,995	\$ 3,096,715	\$ 3,158,649
\$3,904,567	\$4,670,786	\$5,407,535	\$5,515,686	\$5,626,000	\$5,738,520

Project Co Other State Allocations	
331/332/3	Certified Health Allowance (FBA)
333	Text Books
Total Other State Allocation	

\$ 487,793	\$ 539,528	\$ 606,046	\$ 618,167	\$ 630,530	\$ 643,140
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$487,793	\$539,528	\$606,046	\$618,167	\$630,530	\$643,140

Project Co Federal Sources	
285/763/7	Federal Breakfast and Lunch
521	Title I and II
621	SPED Flow Through
	CARES Act
Total Federal Sources	

\$ 593,400	\$ 705,200	\$ 812,700	\$ 828,954	\$ 845,533	\$ 862,444
\$ 171,120	\$ 203,360	\$ 234,360	\$ 239,047	\$ 243,828	\$ 248,705
\$ 70,380	\$ 83,640	\$ 96,390	\$ 98,318	\$ 100,284	\$ 102,290
\$ 123,675					
\$ 958,575	\$ 992,200	\$ 1,143,450	\$ 1,166,319	\$ 1,189,645	\$ 1,213,438

TOTAL REVENUES

\$ 7,224,481	\$ 7,228,080	\$ 8,045,639	\$ 8,192,284	\$ 8,343,393	\$ 8,499,796
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OBJECT EXPENSES
Salaries, Benefits, and Taxes

100	Total Salaries
	OK Employee Group Insurance (FBA)
	Fica and Medical
	401K Plan
200	OK State Unemployment Tax
Total Benefits and Taxes	

\$ 3,169,852	\$ 3,450,453	\$ 3,848,655	\$ 3,925,628	\$ 4,004,141	\$ 4,084,224
\$ 487,793	\$ 539,528	\$ 606,046	\$ 618,167	\$ 630,530	\$ 643,140
\$ 242,494	\$ 263,960	\$ 294,422	\$ 306,317	\$ 318,692	\$ 331,567
\$ 95,096	\$ 103,514	\$ 115,460	\$ 120,124	\$ 124,977	\$ 130,026
\$ 34,868	\$ 38,820	\$ 43,307	\$ 44,173	\$ 45,057	\$ 45,958
\$ 4,030,102	\$ 4,396,275	\$ 4,907,890	\$ 5,014,409	\$ 5,123,397	\$ 5,234,916

Materials and Supplies

734	Furniture
611	Paper/Copy

\$ 5,000	\$ 57,500	\$ 57,500	\$ 10,200	\$ 10,404	\$ 10,612
\$ 47,924	\$ 56,953	\$ 65,635	\$ 67,302	\$ 70,021	\$ 74,307

Tulsa Honor Academy FY20 - FY24 (2019 - 2024) Budget		100% FY21	100% FY22	100% FY23	102% FY24	104% FY25	106% FY26
640 Books		\$ 12,000	\$ 14,261	\$ 16,435	\$ 16,852	\$ 17,533	\$ 18,606
619 General Office Supplies		\$ 62,790	\$ 74,620	\$ 85,995	\$ 88,179	\$ 91,741	\$ 97,357
Total Materials and Supplies		\$ 127,714	\$ 128,714	\$ 139,570	\$ 94,354	\$ 97,958	\$ 103,525
IT							
340 Monthly Support		\$ 113,764	\$ 135,198	\$ 155,807	\$ 159,764	\$ 166,219	\$ 176,393
653 Supplies-Technology Related		\$ 148,868	\$ 148,868	\$ 114,868	\$ 117,165	\$ 119,508	\$ 121,899
652 Audiovisual		\$ 9,100	\$ 9,100	\$ 2,000	\$ 2,040	\$ 2,122	\$ 2,252
Total IT Cost		\$ 271,732	\$ 293,166	\$ 272,675	\$ 278,969	\$ 287,850	\$ 300,544
Student Services							
511 Transportation		\$ 198,750	\$ 236,196	\$ 272,201	\$ 279,114	\$ 290,390	\$ 308,165
570 Food Service Management		\$ -					
630 Meals		\$ 605,000	\$ 718,986	\$ 828,587	\$ 849,630	\$ 883,956	\$ 938,061
Total Student Services		\$ 803,750	\$ 955,181	\$ 1,100,788	\$ 1,128,745	\$ 1,174,346	\$ 1,246,225
SG&A							
440 Rental Services		\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,260	\$ 13,796	\$ 14,640
683 ExtraCurricular Supplies		\$ 20,700	\$ 24,600	\$ 28,350	\$ 29,070	\$ 30,244	\$ 32,096
343 ExtraCurricular Game Official Services		\$ 2,500	\$ 2,971	\$ 3,424	\$ 3,511	\$ 3,653	\$ 3,876
810 Dues and Fees		\$ 214,812	\$ 237,595	\$ 266,888	\$ 272,225	\$ 283,223	\$ 300,559
443 Lease & Debt Service		\$ 198,869	\$ 368,083	\$ 427,732	\$ 455,527	\$ 488,905	\$ 533,482
420 Cleaning and Laundry Services		\$ 197,172	\$ 123,468	\$ 116,100	\$ 118,022	\$ 119,982	\$ 122,382
430 Repairs and Maintenance Services		\$ 47,159					
410 Utilities		\$ 124,266	\$ 254,305	\$ 196,250	\$ 200,175	\$ 204,179	\$ 208,262
210 Office / Administrative Services		\$ 18,000	\$ 19,909	\$ 22,364	\$ 22,811	\$ 23,732	\$ 25,185
580 Staff Travel		\$ 15,000	\$ 16,591	\$ 18,636	\$ 19,009	\$ 19,777	\$ 20,988
320 Professional-Educational Services		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
520 Insurance		\$ 30,000	\$ 33,182	\$ 37,273	\$ 38,018	\$ 39,554	\$ 41,975
331 Financial Audit		\$ 5,000	\$ 5,530	\$ 6,212	\$ 6,336	\$ 6,592	\$ 6,996
530 Communication Services		\$ 15,000	\$ 16,591	\$ 18,636	\$ 19,009	\$ 19,777	\$ 20,988
682 Awards, Gifts, Decorations, Regalia, and Refreshments		\$ 16,125	\$ 17,835	\$ 20,034	\$ 20,435	\$ 21,260	\$ 22,562
525 Surety Bonds		\$ 850	\$ 850	\$ 850	\$ 867	\$ 902	\$ 957
311 Accounting Services		\$ 10,800	\$ 10,800	\$ 10,800	\$ 11,016	\$ 11,461	\$ 12,163
660 Uniforms for resale		\$ 50,000	\$ 50,000	\$ 50,000	\$ 51,000	\$ 53,060	\$ 56,308
312 Management Services (Consulting)		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,500	\$ 26,530	\$ 28,154
513 Student Transportation for Field Trips		\$ 22,000	\$ 26,145	\$ 30,130	\$ 30,896	\$ 32,144	\$ 34,111
840 Other General Expenses/Contingency		\$ 548,000	\$ 23,768	\$ 27,391	\$ 28,087	\$ 29,222	\$ 31,010
Total SG&A		\$ 1,857,065	\$ 1,300,223	\$ 1,349,071	\$ 1,394,774	\$ 1,457,995	\$ 1,546,693

Tulsa Honor Academy FY20 - FY24 (2019 - 2024) Budget TOTAL EXPENSES		100% FY21	100% FY22	100% FY23	102% FY24	104% FY25	106% FY26
		\$ 7,090,363	\$ 7,073,558	\$ 7,769,993	\$ 7,911,251	\$ 8,141,545	\$ 8,431,902
OPERATING SURPLUS (DEFICIT)		\$ 134,118	\$ 154,522	\$ 275,646	\$ 281,033	\$ 201,848	\$ 67,893
CASH POSITION							
Beginning Cash Balance		\$ 500,000	\$ 634,118	\$ 788,640	\$ 1,064,286	\$ 1,345,319	\$ 1,385,431
Total Revenue		\$ 7,224,481	\$ 7,228,080	\$ 8,045,639	\$ 8,192,284	\$ 8,343,393	\$ 8,499,796
Total Expenses		\$ (7,090,363)	\$ (7,073,558)	\$ (7,769,993)	\$ (7,911,251)	\$ (8,141,545)	\$ (8,431,902)
Cash to Facilities		\$ -	\$ -	\$ -	\$ -	\$ (161,736)	\$ -
Ending Cash Balance		\$ 634,118	\$ 788,640	\$ 1,064,286	\$ 1,345,319	\$ 1,385,431	\$ 1,453,324
Days Cash on Hand		33	41	50	62	62	63
Enrollment		690	820	945	945	945	945
Enrollment at PennWell Facility							
DEBT SERVICE & LEASE COVERAGE							
Net Income		\$ 134,118	\$ 154,522	\$ 275,646	\$ 281,033	\$ 201,848	\$ 67,893
Total Debt Service & Lease Payments		\$ 198,869	\$ 368,083	\$ 427,732	\$ 455,527	\$ 488,905	\$ 533,482
Cash Flow Available for Debt Service & Lease		\$ 332,987	\$ 522,605	\$ 703,378	\$ 736,560	\$ 690,753	\$ 601,375
Debt Service / Lease Coverage Ratio		1.67x	1.42x	1.64x	1.62x	1.41x	1.13x
Add'l Net Income to Meet 1.25x DSCR / LCR		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,477
Total Annual Cost of Facilities (Rent/DS/Maint/Util)		\$ 567,466	\$ 745,855	\$ 740,082	\$ 773,724	\$ 813,066	\$ 864,126
Percent of Budget Allocated to Lease / Debt		2.8%	5.2%	5.5%	5.8%	6.0%	6.3%
\$\$ Per Student Allocated to Lease / Debt		\$ 288	\$ 449	\$ 453	\$ 482	\$ 517	\$ 565
Percent of Budget Allocated to Facilities		8.0%	10.5%	9.5%	9.8%	10.0%	10.2%
\$\$ Per Student Allocated to Facilities		\$ 822	\$ 910	\$ 783	\$ 819	\$ 860	\$ 914
Average Salary & Benefits per FTE		\$ 61,062	\$ 60,223	\$ 59,852	\$ 61,151	\$ 62,480	\$ 63,840
FTE reduction required to meet 1.25x DSCR		0	0	0	0	0	1
Scholar to Teacher Ratio		17.25	16.40	16.58	16.67	16.67	16.67
Scholar to Staff Ratio		10.45	11.23	11.52	11.59	11.59	11.59
Current Over Prior Year: Scholars			118.84%	115.24%	100.53%	100.00%	100.00%
Current Over Prior Year: Staff			110.61%	112.33%	100.00%	100.00%	100.00%
Fund Balance as a Percentage of Total Revenue (Goal: 7-35%)		8.78%	10.91%	13.23%	16.42%	16.61%	17.10%

Tulsa Honor Academy	100%	100%	100%	102%	104%	106%
FY20 - FY24 (2019 - 2024) Budget	FY21	FY22	FY23	FY24	FY25	FY26
Current over Prior Year: Revenue		100.05%	111.31%	101.82%	101.84%	101.87%
Current over Prior Year: Expenses		99.76%	109.85%	101.82%	102.91%	103.57%



LETTER OF AGREEMENT

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

1. EMPLOYMENT: The School employs Elsie Urueta as the Executive Director at Tulsa Honor Academy

Employee accepts employment on the following terms and conditions:

2. TERMS: Except as otherwise provided in paragraph 6 hereof, the School shall employ the Employee for the period July 2, 2020-June 30, 2021. The Employee must report to school from 8am-5pm, Monday through Friday and a few Saturdays throughout the year (which will be outlined in Summer PD to all staff). This Agreement may be extended automatically for successive periods of one (1) year unless the Board of Directors notifies the Employee in writing by June 1 of the then current year of his/her intent to terminate the Agreement as of the end of such year.

3. COMPENSATION: The Employee's compensation shall be at the rate of \$125,000 per year for the Executive Director position and shall be paid incrementally during the year at regular payroll periods for the duration of Employee's employment with the School. If the Employee's service for the School terminates for any reason prior to the end of the year, the School shall pay the Employee such incremental compensation through the payroll period (and any fraction thereof) coinciding with to the date of termination.

4. BENEFITS: The Employee shall be provided medical benefits from July 1, 2020-June 30, 2021. The School shall offer medical and dental benefits as offered by the State Department of Education. The School reserves the right to offer different or additional benefits to the Employee.

5. EVALUATION: The Employee shall perform her duties as detailed in the job description and as outlined in the employee handbook, which the Employee acknowledges receipt of by signing this letter. The Board of Directors shall meet with the Employee during the year to discuss her job performance and will provide a formal annual evaluation of the Employee's job performance.

6. TERMINATION: As an "at will" contract, the Employee or the School may terminate the agreement with or without cause at any time.

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

By: _____
Employee

DATE: _____

Board Member: _____

DATE: _____

Board Member: _____

Board Member: _____

Board Member: _____

Board Member: _____

Board Member: _____

Board Member: _____



PO Box 21054
Tulsa, OK 74121-1054
(918) 446-0023
www.americanwastecontrol.com

Integrated Waste & Recycling
SERVICE AGREEMENT

Contract # 0000010588

NON-HAZARDOUS WASTE

☐ New Account ☐ Renewal ☐ Change

☐ Location Change ☐ Other

Billing Address

Name: Tulsa Honor Academy
Street: 1421 S Sheridan Rd
City/State/Zip: Tulsa, OK 74112-6619
Contact: Amanda Yuen
Phone: (918) 946-2567
Fax:
Account: 710189
Start Date: **08/01/2020 (TBA)**
P.O. #:

Service Address

Name: Tulsa Honor Academy
Street: 1421 S Sheridan Rd
City/State/Zip: Tulsa, OK 74112-6619
Contact: Amanda Yuen
Phone: (918) 946-2567
Fax:
County: SERVICE AREA 1
Email: ayuen@tulsahonor.org
Fed ID #:

Scheduled Services

710189 - 0001 - Tulsa Honor Academy - 1421 S Sheridan Rd

Qty	Service Code	Service Description	Service Frequency	Rate
1.00	FM08	FL MURPH - 8 YD	Weekly	\$45.00
1.00	FL07	FRONT LOAD - 7 YD	3 times per week	\$179.00
			Total	\$224.00

Notes: No Fuel Surcharge - No Extra Fees - **Rate Increase Protection:** No more than a 3% CPI Service Rate Increase within any given year. - Customer can make changes to Service Frequency at any time. Net (30) Payment Terms

The terms & conditions on the reverse side are part of the agreement.
The below listed person warrants that they are authorized to bind their organization to the terms and conditions of this contract.

Customer

Contractor

Authorized Signature

Representative's Signature

Title

Date

Territory No.

Date

Initials_____

TERMS AND CONDITIONS OF SERVICE AGREEMENT

Term. Customer grants AWC the exclusive right to collect and dispose of all Customers solid waste materials as warranted below (including recyclables) for an initial term of one year from the effective service date. The term of this Agreement shall be automatically renewed for like terms thereafter unless either party shall give written notice of termination by certified mail to the other at least sixty days prior to the termination of the initial term or any renewal term. In the event Customer terminates this Agreement other than as provided above and A.W.C. terminates this Agreement for Customers non-payment, Customer shall pay to Contractor as liquidated damages a sum calculated as follows: (1) If the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charge multiplied by six or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term. In the event Customer fails to pay A.W.C. all amounts, which become due under this Agreement or fails to perform its obligation hereunder and A.W.C. refers such matter to an attorney. Customer agrees to pay in addition to the amount due, any and all costs incurred by A.W.C. as a result of such action, including a reasonable attorney fee.

Binding Effect. This Agreement is a legally binding contract on the part of both A.W.C. and Customer in accordance with the terms and conditions set out herein.

Payments. Customer shall pay A.W.C. on a monthly basis for the services and/or equipment furnished by A.W.C. in accordance with the charges and rates provided herein. Payment shall be made by Customer to A.W.C. within THIRTY (30) days of the receipt of an invoice from A.W.C. Company may impose and Customer agrees to pay late fee for all past due payments not to exceed the maximum rate for same allowed by applicable law.

Waste Material. The waste material to be collected and disposed of by A.W.C. pursuant to this Agreement solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous material. The term "hazardous material" shall include but not limited to, any amount of waste listed or characterized as hazardous by United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended and applicable state law. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless A.W.C. from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

Liability for Equipment. Customer acknowledges that it has the care, custody and control of equipment owned by A.W.C. and accepts responsibility for the equipment and its contents except where when it is being physically handled by employees of A.W.C. Therefore, Customer expressly agrees to defend, indemnify and hold harmless A.W.C. from and against any and all claims for loss of or damage to property, or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any equipment furnished under this Agreement.

Damage to Pavement. Customer acknowledges that A.W.C. shall not be liable for any damages to pavement or driving surface resulting from its trucks servicing an agreed upon area.

Adjustments. A.W.C. reserves the right to adjust the rates hereunder based upon increases in fuel, landfill and tipping costs.

Changes. Changes in rates, the type, size and amount of equipment and the frequency of service may be agreed to orally or in writing by the parties without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties.

Excused Performance. Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires and acts of God.

Assignment. This Agreement may be binding upon all and shall insure to the benefit of the successors, assigns and personal representative's parties hereto and to the Customer hereby expressly consents to the assignment of this Agreement by the contractor to ant successors or purchaser's of the whole or any parts of its business and expressly consents to be bound by all of the terms herein to any such successors or purchasers.

Relocation. If Customer moves its place of business to another location with A.W.C., Inc's collection areas, A.W.C., Inc. will continue to provide service at the new location in accordance with this contract.

Partial Invalidity. In the event any provision or portion of this agreement shall be declared void and of no force and effect, the remaining portions of the agreement shall be binding and remain in full force and effect.

Effective Start Date. The effective start date may be modified (for customer protection) to accommodate the next available termination date of any existing contract with present hauler, subject to contractor approval.

Access to Equipment. On collection day, the Contractor's vehicle shall have clear access to the equipment. If the equipment is blocked to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Contractor's vehicle. Any additional collection will be classified an "extra pick-up" and so duly charged.

Prior Agreements. This agreement constitutes the entire agreement between the parties and hereby replaces and amends any prior agreements between the parties hereto.

MISCELLANEOUS. If any conflict or differences exist in this agreement between terms which are printed and those which are typed or written language shall govern.

Initials_____

PROPOSAL REQUIREMENTS

Executive Summary

The executive summary should include any information the company would like to share. Examples include key staff members, references, experience at similar sites, etc.

Pricing Table

Please use the pricing table below.

Service	Price	Alternate Pricing (may include per hour, per occurrence, etc.)	Notes
			* SEE ATTACHED PAGE
Required services, cost month	\$ 1067.50		
Fertilizer, cost per application	\$ 469.00		
Mulch, cost for twice a year	\$ 900.00		
Seasonal Flowers, cost per flat	\$ 28.00		
Snow and Ice Removal, cost per hour	\$ 155.00		

Proof of Insurance

Please include proof of insurance.



**TULSA HONOR ACADEMY
1421 S. SHERIDAN ROAD
TULSA, OK 74112**

EXECUTIVE SUMMARY

H&H Outdoor is a locally owned business that has over 35 years of experience. We are a Full Service Lawn and Landscape business. The owner, Mike Hurd, is a Landscape Designer and Irrigation / Drainage Specialist. Mr. Hurd answers every phone call personally and is extremely hands on. You will not have to deal with a switchboard, call service, or office personal. Rick Hitchcock is our mowing foreman and has over 35 years of experience caring for lawns all over Tulsa and surrounding areas. We are fully staffed with two Weed Control Technicians, two Irrigation Technicians, Landscape Installers, and Mowing personnel.

H&H Outdoors current commercial customer list consists of Tulsa Hills Shopping Center excluding Lowes, Sulzer Chemtech, three locations for American Piping, Direct Energy Partners, and several others. H&H Outdoor also consists of many HOA's along with residential customers that have been with us for over 15 years.

References:

Norine Bowen – 1-214-907- 8277 – Tulsa Hills/ Direct Retail Partners

Mindy McBride – 1-918-706-0087 – American Piping

Debbie Ray – 1-918-447-7604 – Sulzer Chemtech

Terri Williams – 1-918-630-7456 – Direct Energy Partners / Residential Customer

**Thank you for considering H&H Outdoor for your service provider.
You will not be disappointed !!**

**Mike Hurd
H&H Outdoor
mikeh@hhoutdoortulsa.com
918.902.4580**

ESTIMATE

H&H Outdoor Lawn & Landscape

1346 East 36th Street
Tulsa, OK 74105
(918) 902-4580



To:
Tulsa Honor Academy
1421 South Sheridan Road
Tulsa, OK 74112

Estimate # 1829
Estimate Date 05/15/2020
Total Amount \$2,464.50

Item	Quantity	Price	Line Total
Commercial Lawn Maintenance - Monthly	1.0	\$1,067.50	\$1,067.50
Weed Control & Fertilization Per Application (4) X Per Year	1.0	\$469.00	\$469.00
Landscape - Mulch Installation- 75 Bags -(2) per Year	1.0	\$900.00	\$900.00
Landscape - Seasonal Color - (2) x Per Year Per Flat	1.0	\$28.00	\$28.00
Snow Removal - Truck Plow, Skid Steer Loader & 4 Yard Loader * See Below	1.0	\$0.00	\$0.00

Subtotal: \$2,464.50
Tax: \$0.00
Past Due Amount: \$0.00
Total Amount: \$2,464.50

**** Total Amount is not accurate ****

Notes

God Bless America !!

Commercial Lawn Maintenance - Description

Commercial Lawn Care - Mow - Edge - Weed Eat & Blow
Mow and maintain lawn weekly
P/U Trash before mowing
Leaf Removal As Needed
Weed Beds as needed
Prune Shrubs as needed -
Monitor Irrigation - Start Up and Shut Down * Let owner know of any issues to repair

Weed Control & Fertilization Round - Description

4 Spray Applications per year
3 - Pre-emergent spray application
1 - Fertilization Application & Spot Spray
* Includes Sterilant Spray of sidewalks and fence lines in all 4 applications

* Note - 5 Spray Applications is recommended for a healthy looking lawn

Sterilant Applications for parking lot can be applied for \$5.00 per gallon - sterilant keeps weeds and grass from growing through cracks in parking lots

I have estimated THA lot will take approx. 100 gls to cover. Each application last approx. 1 year.

Landscape - Mulch Installation

Install (75) bags of Brown Hardwood Mulch in the Spring

Install (75) bags of Brown Hardwood Mulch in the Spring

Additional bags if needed are \$6.00 per bag for Brown Mulch and \$8.00 per bag for Cypress Mulch

Landscape Material - shrubs, plants, trees, etc can be installed at an additional cost

H&H Outdoor has a landscape designer on staff.

Landscape - Seasonal Color

\$28.00 per flat for begonias and pansies.

\$45.00 per flat for Sun Impatiens

* Includes fertilizer and back to nature compost when planting

* Mulch will be added around new seasonal color for \$6 per bag. Usually just a few bags.

Snow Removal

Ice Melt Application are .55 per pound of ice melt

We will apply ice melt to sidewalks, lot entryways and drives per owners request.

*Ice melt prevents ice build up on heavy snow and during ice events.

Truck plow per hour \$155.00 **Note under 1.5" truck plows can handle most situations

Skid Steer per hour \$195.00 ** Note over 2" with build up skid steer loaders are needed to move snow and help removing snow.

4 Yard Loader per hour \$300.00 ** Note these are used for major events or large amounts of snow in a short period of time.

\$40 per man hour for sidewalk shovelers

In case of large event and snow needs to be removed from site we are capable of removing snow off site if space is needed for cars.

Dump Truck per hour \$125.00

Irrigation - Service & Repairs

H&H Outdoor has a Certified Irrigation Service Technician on Staff

Service Technician will be billed at \$55.00 per hour for the first 3 hours after that we will notify or provide a repair estimate.

Irrigation Material will be billed at cost from the supplier.

Large projects H&H Outdoor will provide an estimate for repairs

Upon acceptance of contract H&H Outdoor will evaluate system and let owners know status of the existing system.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLemore Insurance Agency Inc 6965 S 69th East Ave PO Box 700420 Tulsa OK 74170	CONTACT NAME: Karen Petray PHONE (A/C, No, Ext): (918) 743-9868 E-MAIL ADDRESS: karen@mclemoreinsurance.com FAX (A/C, No): (918) 743-6403																					
INSURED HH OUTDOOR LAWN LANDSCAPE LLC 1346 E 36th St Tulsa OK 74105-3214	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Grain Dealers Mutual Insurance Company</td><td>22098</td></tr><tr><td>INSURER B:</td><td>Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Grain Dealers Mutual Insurance Company	22098	INSURER B:	Hartford Underwriters Insurance Company	30104	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: CL2031017135

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Deduct: \$250 / Claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MPT6602S	07/08/2019	07/08/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MPT6602S	07/08/2019	07/08/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUT6602S	07/08/2019	07/08/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		38 WEC AP6850	07/08/2019	07/08/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as Additional Insured, with Waiver of Subrogation, regarding General Liability, when required by written contract. Insured's General Liability is Primary & Non-contributory, when required by written contract. Umbrella Liability schedules to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER Tulsa Honor Academy 1421 S Sheridan Rd Tulsa OK 74112	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ORDER FORM



QUOTE # Q-109779
DATE 6/10/2020
EXPIRATION DATE 7/10/2020

Bill To

Tulsa Honor Academy Charter
2525 S 101st East Ave
Tulsa, Oklahoma 74129
United States

Ship To

Amanda Yuen
Tulsa Honor Academy Charter
2525 S 101st East Ave
Tulsa, Oklahoma 74129-4420
United States
ayuen@tulsahonor.org

Thank you for your interest in GoGuardian's products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and the organization listed below ("**Organization**," "**you**" or "**your**"), and together with GoGuardian's Product Terms of Service and End User License Agreement available at www.goguardian.com/eula.html (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. GoGuardian does not agree to any other terms, including without limitation any terms on your Organization's purchase order.

SUBSCRIPTION FEES

Base Subscription Fees. Your base subscription fees for the Initial Term are based on the following Licensed Products and the number of Licenses specified below:

QTY	PART #	DESCRIPTION	Start Date	End Date	Rate	Extended
690	GG-ADM1Y-000500	GoGuardian Admin	7/1/2020	10/21/2020	\$1.95	\$1,345.50
690	GG-TCR1Y-000500	GoGuardian Teacher	7/1/2020	10/21/2020	\$1.95	\$1,345.50
TOTAL (USD):						\$2,691.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term. Your Organization is responsible for all taxes and duties unless expressly included in this Order Form.

Accepted By :

PUBLIC SERVICE COMPANY OF OKLAHOMA
GENERAL OFFICE – TULSA, OKLAHOMA
CONTRACT FOR ELECTRIC SERVICE

This Contract made and entered into on **June 4, 2019**, by and between **Public Service Company of Oklahoma** ("Company") and **Tulsa Honor Academy** ("Customer"), doing business on premises located at **1421 S. Sheridan Rd., Tulsa, OK 74112**.

For Valuable Consideration, Customer and Company agree as follows:

1. **Sale and Purchase of Electricity Term:** For an initial period of **12 months**, beginning on the date service is energized, and subject to the terms and conditions in this Contract, Company shall sell and deliver to Customer and Customer shall receive and pay for electric service for the operation of a(n) **Public School** located in **Tulsa** on property located at **1421 S. Sheridan Rd.**, with point of delivery of electric service at the **customer owned 15kV primary metering pole**.

If Customer continues to take service after the expiration of the initial period, this Contract shall continue in full force and effect year to year thereafter until terminated by notice from Customer or Company to the other thirty (30) days prior to the end of the month on which termination is desired.

2. **Rate Schedule:** Each month Customer agrees to pay Company for all electrical service furnished by Company during the preceding month an amount determined in accordance with rate schedule(s) **246 Large Power and Light** attached to this Contract until and unless said rate schedule is superseded by another applicable rate schedule either by order of the Oklahoma Corporation Commission or by means of a "Standard Rate Change Endorsement" executed by Customer and Company. The minimum monthly billing demand shall be as provided in the rate schedule unless otherwise provided in the Special Terms and Conditions in Paragraph 12 below.
3. **Metering of Service:** Company shall install and maintain, at a suitable location on the premises of Customer, or at other suitable location, meters and metering equipment necessary to determine the capacity required and the energy used by Customer, and applicable billing for electric service shall be determined by the registration of these meters.
4. **Payment of Bills:** If Customer fails to perform any of its contractual obligations, including the prompt payment of monthly bills, but not limited thereto, Company retains the right to pursue, at its own discretion, any or all of the following actions: notification of Customer's tenants and/or other entity having a financial interest in said Customer's delinquent account, and suspension of the delivery of energy. Company shall not be liable in any manner for loss or damage arising through such suspension. No such suspension shall interfere with the enforcement by Company of any other legal right or remedy, nor relieve Customer from liability to pay the minimum charge during any such suspension. No delay by Company in enforcing any of its rights shall be deemed a waiver of such rights nor shall waiver by Company of any default by Customer be deemed a waiver of any other or subsequent default; however, in case a fire or other casualty shall occur whereby Customer's premises are rendered wholly unfit for the continued operation of Customer's plant or business, billing for electric service shall be suspended until such time as the plant or premises have been reconditioned, and reoccupied by Customer for purpose of his business.
5. **Incorporation of Rules and Regulations:** This Contract and the service rendered under this Contract shall in all respects be subject to the rules, regulations and orders of all governmental authorities having jurisdiction of the subject matter of this Contract and shall be subject to the rules and regulations of Company governing terms and conditions of service, now or hereafter in effect and filed with the Oklahoma Corporation Commission. These rules and regulations shall be deemed a part of this Contract as if set out fully in this Contract. Copies of the rules and regulations may be obtained from Company at no charge. The rules and regulations include, without limitation, provisions regarding Customer's use of service, Customer's wiring and equipment, Company's metering of service, Company's rights in the event Customer fails to pay amounts due under this Contract, and Company's rights of access and entry.
6. **Notices:** Any notice under this Contract that either Customer or Company may desire to give to the other shall be in writing and mailed by certified or personal mail delivered to the post office address of the other, as follows:

PUBLIC SERVICE COMPANY OF OKLAHOMA
P.O. Box 201
Tulsa, OK 741002-0201
Attention: Manager, Customer Services

TULSA HONOR ACADEMY
1421 S. Sheridan Rd.
Tulsa, OK 74112

Or to other such address as either Customer or Company shall designate by written notice to the other. Notice shall be deemed given upon actual receipt or upon refusal of receipt.

7. **Severability:** If any provision of this Contract is declared null and void by a court or regulatory body of competent jurisdiction, such determination shall not affect the remaining terms and conditions which shall remain in full force and effect.
8. **Service:** Service shall be furnished as 60 cycle alternating current at a nominal voltage of **7,620/13,200 volts, 3-Phase (Wye), 4-Wire**, with a capacity of approximately **2000 kVA**. Service shall be metered at **7,620/13,200 volts, 3-Phase (Wye)**. On receipt of written request from Customer for a change of service capacity, Company shall use commercially reasonable efforts to meet Customer's additional capacity provided this increase in electrical usage does not constitute a material change in Company's facilities. When additional facilities are required to provide service to Customer, Company shall not be bound under the terms and conditions of this Contract and a new contract setting out the changed conditions, rates and terms shall be mutually agreed upon by Customer and Company.
9. **Limitation of Company's Liability:** Company shall not be liable for loss or damage caused by interruption or failure of service or delay in commencing service to accident or breakdown to plant, lines or equipment, strike, riot, act of God, or causes reasonably beyond Company's control or due to shutdowns for reasonable periods to make repairs to generating or distributing equipment.
10. **Indemnification:** Each party agrees to and shall defend and indemnify and hold harmless the other party, that indemnified party's parent company and all related or affiliated companies, and all officers, directors, shareholders, associates, employees, servants and agents of each, from and against all claims, losses, expenses, including attorney's fees and costs, damages, demands, judgments, claims, causes of actions or suits which arise out of or relate to this agreement due to the negligent act or omission, willful misconduct, other fault of any nature of the indemnifying, its employees, agents, or subcontractors.
11. **Successors, Assigns:** This Contract shall bind and benefit the successors and assigns of Company and may be assigned by Customer with prior written consent of Company.
12. **Special Terms and Conditions:** Special terms and conditions as agreed upon by Customer and Company are as follows:

IN WITNESS WHEREOF, Company and Customer have caused this Contract to be executed by their duly authorized representatives all as of the day and year first above written.

PUBLIC SERVICE COMPANY OF OKLAHOMA

Tulsa Honor Academy

(Signature)

(Date)

Brandon A. Sirman
Manager, Customer Services

(Signature)

(Date)

Customer Representative
Customer Representative Title

PUBLIC SERVICE COMPANY OF OKLAHOMA
CONTRACTING SERVICES AGREEMENT

Client: _____	License Nos.: _____
Mail: <u>Tulsa Honor Academy</u>	Client Solicitation No.: <u>20-PS-3053</u>
Address: <u>209 S Lakewood Avenue</u>	Dated: <u>June 13, 2020</u>
Phone: <u>Tulsa, Oklahoma 74112</u>	Client Purchase Order No.: _____
Phone2: <u>(918) 833-9420</u>	Service Address: <u>1421 S Sheridan Road</u>
	<u>Tulsa, Oklahoma 74112</u>

Public Service Company of Oklahoma (PSO) agrees to furnish and Tulsa Honor Academy (Client) agrees to pay for the contracting services listed below. Notwithstanding any terms and conditions contained in the Client's request for proposals or any other Client furnished documents, the contracting services provided hereunder shall be performed in accordance with the Public Service Company of Oklahoma General Terms & Conditions attached to and made a part of this Agreement.

Contracting Services: Electrical Services

Public Service Company of Oklahoma agrees to furnish, upon request of the Client and acceptance by PSO, the labor, equipment and specified materials necessary to provide preventative maintenance, emergency service restoration and equipment repairs on agreed to electrical facilities at the Tulsa Honor Academy facility located at 1421 S Sheridan Road in Tulsa, Oklahoma. This agreement shall act as a master agreement and sets forth the terms and conditions which will apply to any work requested and accepted by PSO, except otherwise agreed to in writing between the two parties.

A detailed scope of work is attached as Exhibit 20-PS-3053(A).

Charges:

Contracting services provided by PSO as described above shall be billed at an agreed to Lump Sum or on the cost-plus rates as outlined in **Exhibit 20-PS-3053(B)**. PSO will update labor rates effective January 1 of each year, and will forward a copy to the Client. PSO will provide Client with an estimate of charges, if requested, prior to preventative maintenance or repair activities. If accepted, this Agreement will terminate at midnight, December 31, 2024.

Schedule:

Contracting services provided by Public Service Company of Oklahoma shall be billed at the quoted rates as outlined in Exhibit 20-PS-3053(B). Charges will be billed based on the actual time of day or day of week that the activity is performed. Each activity will be scheduled at a time that is agreeable to both parties and pricing will reflect the actual time of day or day of week worked. PSO will provide the Client with the category of the charges prior to the activity, upon request.

Terms of Payment:

The contracting services provided by PSO, as described above shall be invoiced by PSO and paid by the Client as follows:

Charges to be billed after completion of each activity and will be due 30 days from date of invoice.

Acceptance:

All terms, conditions, and charges, as specified herein, are agreed to, as of the last date noted below by:

CLIENT: <u>Tulsa Honor Academy</u>	<u>An agent of Public Service Company of Oklahoma</u>
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By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Tax Exemption:

- ☐ Please check here if your organization is tax exempt. A copy of your tax exemption certificate must be provided to insure no taxes will be applied to any charge.

**Tulsa Honor Academy
Electrical Services - Proposal 20-PS-3053
Detailed Scope of Work**

I. Existing Documents/Test Results:

Instruction books, one-line and control drawings for the subject equipment should be provided by Client, if they are available. A copy of any previous equipment test results, including PCB levels, should be provided by Client, if available. If the information is not available, a PCB test will be performed on the specified equipment by PSO prior to the transportation or service of that unit. If the equipment is found to have a PCB level of greater than 49 ppm, PSO will not transport or perform maintenance on the equipment until Client has removed the contaminated oil and provided a certified document of the extraction. If Client decided to scrap a unit transported by PSO that meets the above PCB criteria, PSO will offer disposal services to Client to dispose of its scrap units. Client agrees that it retains title, ownership and all other responsibilities for disposal and is free to use PSO's services or any other certified disposal contractor as it sees fit.

PSO and Client further agree that only in the event Client chooses to transport equipment to PSO, Client may conduct the PCB test to determine whether or not each unit has a PCB level of greater than 49 ppm. If Client provides PSO with a certified document to the effect that each piece of equipment has PCB levels that are not in excess of 49 ppm, PSO will accept such equipment for service.

Should it later be determined that any of Client's equipment transported to PSO by any means, contains PCB levels in excess of 49 ppm, Client retains and assumes full responsibility for all required disposal.

Note: The above policy will apply to all equipment and services covered under this Agreement.

II. Safety:

To the extent that the performance of any of the work as provided for under this agreement, would create an unreasonable safety risk to persons or property, or would violate any of the terms or provisions of the "AEP Safety Manual," as determined in the sole discretion of PSO, PSO reserves the right to discontinue performance until such time as the work can be performed safely and in conformance with the "AEP Safety Manual." If performance cannot be accomplished expeditiously, while PSO personnel are still at the job site, then that portion of the work will not be performed and Client will not be charged for that portion of the work.

III. Extra Work:

If the Client is not able to make the work areas available to PSO crews as originally scheduled, then Client will be responsible for the cost of any delays.

Client will supply personnel to assist with each project if requested in advance.

All Extra Work charges shall be determined based on the applicable labor, material, and other expenses as noted in Exhibit 20-PS-3053(B).

Client will still have the option to request a separate lump sum agreement for selected projects.

IV. Termination Provisions:

This Agreement may be terminated by either party with 60 days written notice. If the Agreement is terminated, Client will be responsible for all costs incurred up to the point of termination.

**Tulsa Honor Academy
Electrical Services - Proposal 20-PS-3053
Contracting Charges**

Contracting Services provided by Public Service Company of Oklahoma shall be billed at the following quoted rates, which are valid through December 31, 2020. The ‘Emergency Callout Charge’ will apply to all Client requests to perform emergency repairs or provide emergency assistance. The cost of work will be based on the following:

A. Actual Labor Charges will be billed based on the following rates through 2020:

Employee Classification	Straight Time Rates	Overtime Rates 1.5 Time	Doubletime
Station and T&D Engineer-Senior	165.00	233.75	302.50
Station and T&D Engineer	140.09	198.46	256.83
T&D Engineering Associate/Technician	112.96	160.03	207.09
Senior R/W Agent	128.44	181.96	235.48
Trans/Dist Line Crew Supervisor	135.29	191.67	248.04
Trans/Dist Foreman	114.69	162.47	210.26
Trans/Dist Line Electrician	93.97	133.12	172.28
Distribution Servicer/Lineman A	105.07	148.84	192.62
Transmission/Station Specialist	107.90	152.86	197.82
Meter Electrician	103.06	146.01	188.95
Meter/Lab Technician	115.19	163.18	211.18
P&C/PQ & Measurement Engineer - Sr	153.60	217.60	281.60
P&C/PQ & Measurement Engineer	123.51	174.98	226.44
P&C/Telecommunication Technician	110.85	157.03	203.22
Project Manager	147.98	209.64	271.30
Emergency Callout Charge (per event)	150.00	--	--

- B. Materials will be billed at actual costs plus 20%.**
- C. Work performed on Holidays will be billed at triple time rates (available upon request).**
- D. New Non-PCB insulating oil will be billed at Company’s cost per gallon for the most recent shipment plus \$0.57 per gallon for handling, testing, processing and other expenses.**
- E. Power Factor Testing Equipment will be billed at \$60 per hour.**
- F. Equipment and Vehicle transportation expenses will be billed bases upon the current hourly rate for the applicable vehicle plus 20%.**
- G. All other expenses (meals, hotels, etc.) will be billed at cost plus 20%.**
- H. Contractor Expenses will be billed at cost plus 20%.**
- I. Infrared Testing will be available at a cost of \$1,500 per day; \$925 per half-day (one man and equipment).**
- J. Outdoor lighting repairs for fixtures under 40’ will be performed by one Servicer and truck at a rate of \$150 per hour, lights 40’ and higher will require two lineman and an aerial truck at a rate of \$250 per hour.**
- K. A minimum of two (2) hours per person will be billed for each emergency callout.**

PUBLIC SERVICE COMPANY OF OKLAHOMA - GENERAL TERMS & CONDITIONS

1. Use of American Electric Power System Resources

Public Service Company of Oklahoma (PSO) will provide services under this Agreement by using a mix of subcontractors, suppliers and consultants (collectively "subcontractor") and the resources of its affiliated companies in the American Electric Power ("AEP") System, including the American Electric Power Service Corporation. PSO and its affiliated companies have agreed upon the portions of the total compensation required to be paid under this Agreement, and PSO shall be responsible for paying such compensation to its affiliated companies. Only PSO shall be responsible for liabilities and failure to perform under this Agreement, and any liability resulting from such failure shall constitute the aggregate liability of PSO, and its affiliated companies. All releases and disclaimers of liability shall include PSO and its affiliated companies and its subcontractors.

2. Title to the Equipment

Title to all equipment to be incorporated into the Work shall pass to Client upon its delivery to the Site.

3. Warranty

PSO warrants that, unless specified or agreed to otherwise, all equipment shall be new, and all equipment and labor shall be free from defects in material and workmanship for 12 months from completion of the work. PSO shall repair or replace, at PSO's option, any equipment or labor found to be defective during the warranty period as long as Client has notified PSO of such defect within a reasonable time and has properly maintained and operated the equipment.

The above repair or replacement warranty sets forth PSO's sole and exclusive liability and Client's sole and exclusive remedy for all claims, whether arising out of contract, tort (including negligence), strict liability or any other cause or form of action, based on failure of, or defect in, goods or services provided under this Agreement.

PSO EXPRESSLY EXCLUDES ANY AND ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, WHICH MIGHT ARISE UNDER LAW OR EQUITY OR CUSTOM OF TRADE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR SPECIFIED OR INTENDED PURPOSE.

4. LIMITATION OF LIABILITY

a) NEITHER PSO, ITS AFFILIATED COMPANIES OR ITS SUBCONTRACTORS SHALL BE LIABLE, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR FORM ANY OTHER CAUSE OR FORM OF ACTION WHATSOEVER, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT OR OTHER FACILITY SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTION, COST OF PURCHASED OR REPLACEMENT POWER, CLAIMS OF CLIENT'S CUSTOMERS, SUBCONTRACTORS, VENDORS OR SUPPLIERS, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, FINES OR PENALTIES ASSESSED OR LEVIED AGAINST THE CLIENT BY ANY GOVERNMENTAL AGENCY OR ARISING OUT OF PSO'S PERFORMANCE OF SERVICES OR SUPPLY OF GOODS OR OUT OF OR IN CONNECTION WITH THE CLIENT'S USE, OR INABILITY TO USE, THE INFORMATION, APPARATUS, METHOD OR PROCESS RESULTING FROM THESE SERVICES OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE, WHETHER SIMILAR TO THOSE ENUMERATED ABOVE, ARISING AT ANY TIME OF FROM CAUSE WHATSOEVER.

b) THE TOTAL LIABILITY OF PSO, ITS AFFILIATED COMPANIES AND ITS SUBCONTRACTORS, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OR FORM OF ACTION, SHALL NOT EXCEED THE CONTRACT PRICE FOR THE CONTRACT SERVICES UPON WHICH SUCH LIABILITY IS BASED.

5. Records of Accounting

If this Agreement is on a cost plus basis, then PSO shall maintain its normal cost accounting records as required for proper financial management of the work. Upon request, PSO will make these accounting records available to Client for inspection during normal business hours.

6. Termination

a) In the event of a default by one party hereto the other party, in addition to pursuing any other remedy, may elect to terminate this Agreement and the work being performed hereunder by giving written notice of termination to the defaulting party.

b) Client may terminate this Agreement without regard to whether or not PSO has failed to comply with the provisions of this Agreement. If Client should so terminate this Agreement, settlement between PSO and Client shall be made as provided below.

c) If Client or PSO terminates pursuant to paragraph a), or Client terminates pursuant to paragraph b), Client shall pay PSO all costs incurred to date of termination plus a pro rata share of fee.

7. Force Majeure

a) PSO shall not be liable for loss or damage resulting from (1) any delay in performance within the time specified or (2) failure to perform its contractual obligations, in whole or in part, insofar as such delay or nonperformance is caused by Force Majeure as defined in paragraph b) below, provided that PSO provides written notice within fifteen (15) days of the Force Majeure event to Client of the circumstances giving rise to such delay or nonperformance.

b) "Force Majeure" means the occurrence of an unforeseen event beyond reasonable control of PSO which disrupts, hinders, or otherwise delays the performance of its contractual obligations, including but not limited to the following: acts of God, war, act of public enemy; acts of civil or military authorities; riots, civil commotion, sabotage, strikes; floods, fires or other violent natural disasters; epidemics; quarantine restrictions; embargoes; unavoidable delays in procuring necessary materials, labor, equipment, services or facilities; act(s), by any government, governmental body or instrumentality, or regulatory agency (including delay or failure to act in the issuance of approvals, permits or licenses); and acts, including delays or failure to act of Client.

c) In the event of a delay in performance caused by Force Majeure, the time for performance shall be extended by such length of time as may be reasonably necessary to compensate for any such delay. PSO will make every effort to keep delays in performance to a minimum, except that settlements of labor disputes shall be within its sole discretion.

8. Proprietary Information

PSO shall perform the services based upon information furnished to it by Client, and PSO shall be entitled to rely upon such information. Both parties shall take reasonable precautions to preserve the confidentiality of all shared information. Any information so furnished which is marked "Proprietary" shall be treated during the term of this Agreement by the other party as confidential, shall be for use only under this Agreement and shall not be disclosed to any third parties. This provision shall not apply to information within any one of the following categories or any combination thereof:

- a) Information which was in the public domain prior to receipt thereof from the other party or which subsequently becomes part of the public domain by publication or otherwise except by the party's wrongful act.
- b) Information which was in the receiving party's possession without obligation of secrecy prior to its receipt from the disclosing party.
- c) Information received from a third party having no obligation of secrecy with respect thereto.

9. Taxes

PSO's price is exclusive of any federal, state or local sales or use tax, or any other tax or similar charge based upon or measured by the gross receipts from this Agreement. If PSO is required by applicable law or regulation to pay or collect any such tax, or if Client is required to withhold such tax, then such amount shall be reimbursed to PSO by Client.

10. Permits and Access

Client shall secure all permits required to install or operate any equipment supplied hereunder or needed to perform any work or service provided. Client shall provide PSO access to the work area and is responsible for the removal of all barriers.

11. Applicable Law

This Agreement shall be construed in accordance with, and its performance shall be governed by, applicable state laws.

12. Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or collateral representations, negotiations, writings, memoranda and agreements. Any prior or collateral representation, warranty, promise or condition relating hereto but not incorporated in the Agreement will not be binding on either party. This Agreement and all of its provisions shall inure to and be binding upon the respective parties hereto, their successors and assigns; provided, that neither party hereto may assign this Agreement or any part hereof without the prior written consent of the other party hereto, but this provision shall not prohibit PSO from utilizing the services of its affiliated companies. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party.