

Bixby Board of Education Regular Meeting
Thursday, July 15, 2021 Bixby Board of Education Regular Meeting
Administrative Center 109 N. Armstrong Bixby, OK 74008
109 N Armstrong St
Bixby, OK 74008

Attendance Taken at 6:00 PM.

Justin Cheatham: Absent

Matt Dotson: Present

Tristy Fryer: Present

Julie Prox: Present

Amanda Stephens: Present

Present: 4, Absent: 1.

1. Call Meeting to Order/Roll Call

2. Reports to The Board

2.1. Special Recognition

2.1.1. Community Partner Award - Window World

2.1.2. Spartan Coin of Excellence - 2021 All-State Recognition

- Baseball: Blake Nichols and Blake Williams
- Tennis: Maggie Holcomb & Savannah Lee
- Golf: Dylan Teeter
- Soccer: Felicia Liptak & Giselle Urquiza
- Cheerleading: Lauren Duffy & Laney Pearman
- Girls Golf - Academic State Champions

2.2. Superintendent's Report - Rob Miller

2.3. Facilities and Operations Update - Gabe Hayes

3. Comments from the Public

3.1. Speakers must identify themselves.

3.2. Each Speaker is given a maximum of three (3) minutes.

3.3. In order to avoid repetitious information, a single spokesperson will be selected by groups desiring to address the board.

- 3.4. Total time allocated to this item is thirty (30) minutes.
 - 3.5. Speakers may offer objective comments of school operations and programs that concern them. The Board shall not hear personal complaints unless the proper administrative procedures concerning complaints have been followed.
 - 3.6. Speakers may not use profanity at a School Board meeting. Patrons conducting themselves in this manner may be asked to leave the meeting.
 - 3.7. The president reserves the right to interrupt this section and move to the next item.
 - 3.8. In accordance with provisions of the Oklahoma Open Meeting Act, discussion or action by the Board on an item presented under the "Comments from the Public" agenda topic is not permitted. Board members and administrative staff will not respond to questions from the public. The Board appreciates and will seriously consider all comments made during this time. Proper questions from members of the public may be referred to the Superintendent for later report to the Board.
4. **General Consent Agenda - Discussion, consideration and vote to approve or not to approve Items #4.1-4.23. (These items may be approved by one Board motion, unless any board member desires to have a separate vote on any or all of these items.)**

Approval of General Consent Agenda Items #4.1-4.23 as presented. Passed with a motion by Tristy Fryer and a second by Julie Prox.

Justin
Cheatham: Absent

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

- 4.1. Minutes of June 10, 2021 Regularly Scheduled Board Meeting
- 4.2. Minutes of June 24, 2021 Special Board Meeting
- 4.3. Activity Fund Summary of Accounts and Transfer Requests
- 4.4. Encumbrances and Change Orders for FY 2022 General Fund, Building Fund, Child Nutrition Fund, Sinking Fund, and Bond Funds 31-39 per attached encumbrance registers
- 4.5. Approval of Bixby Public Schools Handbooks as presented for the 2021-2022 fiscal year
- 4.6. Approval of a participation agreement with Oklahoma State Department of Education and Public Consulting Group for the School-Based Health Services Program (Medicaid) for the 2021-2022 fiscal year
- 4.7. Approval of an MOU with Impact Tulsa for the 2021-2022 School Year.
- 4.8. Approval of a contract with A New Leaf, Inc. for job training and vocationally related daily living skills for the 2021-2022
- 4.9. Approval of a quote from Edgenuity Inc. Digital Libraries Grades 3-5 at a cost of \$5,000
- 4.10. Approval of a quote from Edgenuity Inc. for IS Teaching per Semester for AP Students
- 4.11. Approval of Tulsa Community College MOU for Dual Credit Programs for the 2021-2022 fiscal year
- 4.12. Approval of Tulsa Community College MOU for Precalculus Learning Community for the 2021-2022 fiscal year
- 4.13. Approval of Tulsa Community College MOU for Online Courses with High School instructor support for the 2021-2022 fiscal year
- 4.14. Approval of Northeastern State University MOU for Teacher Education Program for the 2021-2022 fiscal year
- 4.15. Approval of Liberty University, Inc. MOU for Counselor Education & Family Studies
- 4.16. Approval of Oral Roberts University MOU for Teacher Education Programs for the 2021-2022 fiscal year
- 4.17. Approval of the lowest responsible bidder for Child Nutrition Milk and Dairy products for the 2021-2022 fiscal year

- 4.18. Approval of the lowest responsible bidder for Child Nutrition Bread products for the 2021-2022 fiscal year
- 4.19. Approval of the lowest responsible bidder for Child Nutrition pest control services for the 2021-2022 fiscal year
- 4.20. Approval of the lowest responsible bidder for Child Nutrition Produce for the 2021-2022 fiscal year
- 4.21. Approval of the lowest responsible bidder for Child Nutrition Pizza products for the 2021-2022 fiscal year
- 4.22. Employment, Resignation, Retirement - Certified Personnel - per attached
- 4.23. Employment, Resignation, Retirement - Support Personnel - per attached

5. Finance

- 5.1. Discussion, consideration and vote to approve or not to approve a reimbursement agreement between the General Fund and the Child Nutrition Fund for the 2021-2022 fiscal year.

Approval of a reimbursement agreement between the General Fund and the Child Nutrition Fund for the 2021-2022 fiscal year in the amount of \$ Passed with a motion by Amanda Stephens and a second by Matt Dotson.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amanda
a Yea

Stephen
s:

Yea: 4, Nay: 0, Absent: 1

6. Teaching and Learning

6.1. Discussion, consideration and vote to approve or not to approve an agreement with BetterLesson for Virtual Workshops for Counselors at a cost of \$2,000.

Approval of an agreement with BetterLesson for Virtual Workshops for Counselors at a cost of \$2,000. Passed with a motion by Tristy Fryer and a second by Julie Prox.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

6.2. Discussion, consideration and vote to approve or not to approve a quote from Waterford for virtual services for the 2021-2022 fiscal year at a cost of \$7,300.

Approval of a quote from Waterford for virtual services for the 2021-2022 fiscal year at a cost of \$7,300. Passed with a motion by Tristy Fryer and a second by Matt Dotson.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

- 6.3. Discussion, consideration and vote to approve or not to approve a Site-Based Learning Affiliation Agreement with Capella University for the 2021-2022 fiscal year.

Approval of a Site-Based Learning Affiliation Agreement with Capella University for the 2021-2022 fiscal year. Passed with a motion by Amanda Stephens and a second by Julie Prox.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

7. Operations

- 7.1. Discussion, consideration and vote to approve or not to approve Rob Miller, Lydia Wilson and Jamie Milligan as Title IX Coordinators for Bixby Public Schools for the 2021-2022 fiscal year.

Approval of Rob Miller, Lydia Wilson and Jamie Milligan as Title IX Coordinators for Bixby Public Schools for the 2021-2022 fiscal year. Passed with a motion by Amanda Stephens and a second by Tristy Fryer.

Justin Cheatha: Absent

Matt Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda: Yea

Stephen
s:

Yea: 4, Nay: 0, Absent: 1

7.2. Discussion, consideration and vote to approve or not to approve declaring items as surplus to be disposed of according to Oklahoma Statutes.

Approval of declaring items as surplus to be disposed of according to Oklahoma Statutes. Passed with a motion by Amanda Stephens and a second by Julie Prox.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

7.3. Discussion, consideration, and vote to approve or not to approve recommended changes to the Bixby Public Schools Policy Book. Policies for review include policies 1126, 2104, 2136, 2166, 3118, 3125, 3126, 3127, 3128, 4107, 4119, 4122, 4137, 4138, 4149, 4152, 4153, 4154, and 4159.

Approval of the recommended changes to the Bixby Public Schools Policy Book as proposed. Policies for review include policies 1126, 2104, 2136, 2166, 3118, 3125, 3126, 3127, and 3128. Passed with a motion by Amanda Stephens and a second by Julie Prox.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

8. **Human Resources**

8.1. Discussion, consideration, and vote to approve or not to approve a membership agreement with CG Nation for employee membership in Camp Gladiator Fitness Program.

Approval of a membership agreement with CG Nation for employee membership in Camp Gladiator Fitness Program. Passed with a motion by Amanda Stephens and a second by Julie Prox.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

8.2. Discussion, consideration, and vote to approve or not to approve Blake Dean as an adjunct teacher in the area of Family and Consumer Sciences to teach the Adulting 101 class for the 2021-2022 fiscal year.

Approval of Blake Dean as an adjunct teacher in the area of Family and Consumer Sciences to teach the Adulting 101 class for the 2021-2022 fiscal year. Passed with a motion by Amanda Stephens and a second by Tristy Fryer.

Justin Cheatha: Absent

Matt Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda: Yea

Stephen
s:

Yea: 4, Nay: 0, Absent: 1

- 8.3. Discussion, consideration, and vote to approve or not to approve Ray Blake as an adjunct teacher in the area of Psychology to teach the Sports Psychology class for the 2021-2022 fiscal year.

Approval of Ray Blake as an adjunct teacher in the area of Psychology to teach the Sports Psychology class for the 2021-2022 fiscal year. Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amanda
Stephen
s: Yea

Yea: 4, Nay: 0, Absent: 1

- 8.4. Discussion, consideration, and vote to approve or not to approve Krista Sessions as an adjunct teacher in the area of Instrumental/General Music to teach Piano Class for the 2021-2022 fiscal year.

Approval of Krista Sessions as an adjunct teacher in the area of Instrumental/General Music to teach Piano Class for the 2021-2022 fiscal year. Passed with a motion by Matt Dotson and a second by Tristy Fryer.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

- 8.5. Discussion, consideration, and vote to approve or not to approve the assignment of Tim Holt as an adjunct teacher in the area of Government to teach Government class for the 2021-2022 fiscal year.

Approval of the assignment of Tim Holt as an adjunct teacher in the area of Government to teach Government class for the 2021-2022 fiscal year. Passed with a motion by Julie Prox and a second by Tristy Fryer.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

8.6. Discussion, consideration, and vote to approve or not to approve a renewal contract with TEAM Professionals for employee, employment candidates, and student drug testing for the 2021-2022 fiscal year.

Approval of a renewal contract with TEAM Professionals for employee, employment candidates, and student drug testing for the 2021-2022 fiscal year. Passed with a motion by Amanda Stephens and a second by Tristy Fryer.

Justin Cheatha: Absent

Matt Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda: Yea

Stephen
s:

Yea: 4, Nay: 0, Absent: 1

9. Executive Session

9.1. Discussion, consideration and vote to go or not to go into executive session to discuss the Evaluation of the Superintendent (25 O.S. Sec. 307 (B)(1) and (B)(7)) and the purchase or appraisal of certain real property (25 O.S. Sec. 307 (B)(3)).

At 7:38 p.m. approval of going into executive session to discuss the Evaluation of the Superintendent (25 O.S. Sec. 307 (B)(1) and (B)(7)) and the purchase or appraisal of certain real property (25 O.S. Sec. 307 (B)(3)). Passed with a motion by Julie Prox and a second by Matt Dotson.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

9.2. Vote to acknowledge return to open session.

At 8:13 p.m. motion to return to open session. Passed with a motion by Julie Prox and a second by Matt Dotson.

Justin
Cheatha Absent
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

9.3. Statement by Board president of executive session minutes.

10. Miscellaneous

11. Discussion, consideration and vote to approve or not to approve the Superintendent's Contract for the 2021-2022 fiscal year.

Approval of the Superintendent's Contract for the 2021-2022 fiscal year. Passed with a motion by Matt Dotson and a second by Julie Prox.

Justin
Cheatham: Absent

Matt
Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

12. Discussion, consideration and vote to approve or not to approve a one-time retention stipend for the superintendent, not to exceed 2% stipend paid to BPS employees with previous Board action.

Approval of a one-time retention stipend for the superintendent, not to exceed 2% stipend paid to BPS employees with previous Board action. Passed with a motion by Amanda Stephens and a second by Tristy Fryer.

Justin Cheatham: Absent

Matt Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

13. **New Business**

14. **Vote to adjourn**

At 8:14 p.m. motion to adjourn. Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin
Cheatham: Absent

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie Prox: Yea

Amanda
Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

President

Vice President

Clerk

Member

Member

Bixby Board of Education Regular Meeting
Thursday, June 10, 2021
Administrative Center
109 N Armstrong St
Bixby, OK 74008

Attendance Taken at 6:00 PM.

Justin Cheatham: Present
Matt Dotson: Present
Tristy Fryer: Present
Julie Prox: Present
Amanda Stephens: Present
Present: 5.

1. Call Meeting to Order/Roll Call

2. Reports to The Board

- 2.1. Superintendent's Report - Rob Miller
- 2.2. Facilities and Operations Report - Gabe Hayes
- 2.3. Monthly Budget Report - Mike Anthony

3. Comments from the Public

- 3.1. Speakers must identify themselves.
- 3.2. Each Speaker is given a maximum of three (3) minutes.
- 3.3. In order to avoid repetitious information, a single spokesperson will be selected by groups desiring to address the board.
- 3.4. Total time allocated to this item is thirty (30) minutes.
- 3.5. Speakers may offer objective comments of school operations and programs that concern them. The Board shall not hear personal complaints unless the proper administrative procedures concerning complaints have been followed.
- 3.6. Speakers may not use profanity at a School Board meeting. Patrons conducting themselves in this manner may be asked to leave the meeting.
- 3.7. The president reserves the right to interrupt this section and move to the next item.
- 3.8. In accordance with provisions of the Oklahoma Open Meeting Act, discussion or action by the Board on an item presented under the "Comments from the Public" agenda topic is not

permitted. Board members and administrative staff will not respond to questions from the public. The Board appreciates and will seriously consider all comments made during this time. Proper questions from members of the public may be referred to the Superintendent for later report to the Board.

4. General Consent Agenda - Discussion, consideration and vote to approve or not to approve Items #4.1-4.47. (These items may be approved by one Board motion, unless any board member desires to have a separate vote on any or all of these items.)

Approval of General Consent agenda items #4.1-4.47 as presented Passed with a motion by Amanda Stephens and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

4.1. Minutes of May 13, 2021 Regularly Scheduled Board Meeting

4.2. Minutes of May 18, 2021 Special Board Meeting

4.3. Activity Fund Summary of Accounts and Transfer Requests

4.4. Encumbrances and Change Orders for FY 2021 General Fund, Building Fund, Child Nutrition Fund, Sinking Fund, and Bond Funds 31-39 per attached encumbrance registers

4.5. Renewal of appointment of Sherry McIntyre as School District Treasurer and Minutes Clerk for the 2021-2022 fiscal year

4.6. Renewal of appointment of Melinda Weig as Assistant District Treasurer and Activity Fund Custodian for the 2021-2022 fiscal year

4.7. Renewal of appointment of Maricela Hanseth as Encumbrance Clerk and Deputy Clerk of the Board for the 2021-2022 fiscal year

4.8. Renewal of appointment of Michelle Atkinson as Deputy Encumbrance Clerk for the 2021-2022 fiscal year

4.9. Renewal of appointment of Terry Sorrells as Deputy Minutes Clerk for the 2021-2022 fiscal year

4.10. Renewal of appointment of Debbie Hauser as Deputy Activity Fund Custodian for the 2021-2022 fiscal year

- 4.11. Renewal of school picture contracts with Legacy Studios and Jostens for the 2021-2022 fiscal year
- 4.12. Renewal of yearbook contracts with Jostens for the 2021-2022 fiscal year
- 4.13. Renewal of the Imperial Vending Contract for the 2021-2022 fiscal year
- 4.14. Approval of the request by Varsity Girl's Basketball to attend the Drury Team Camp in Springfield, MO on June 21-24, 2021
- 4.15. Approval of the request by the Bixby Spartan Volleyball to attend the Wichita State University Volleyball Team Camp in Wichita, Kansas on July 11-14, 2021
- 4.16. Memorandum of Understanding with Glenpool Schools for the JROTC Program for the 2021-2022 fiscal year
- 4.17. Approval of the CCOSA District Level Services (DLS) Program for the 2021-2022 fiscal year at a cost of \$2,500.00
- 4.18. Renewal of the SEES OKTLE agreement for the 2021-2022 fiscal year
- 4.19. Renewal of an agreement with GoGuardian for the 2021-2022 fiscal year at a cost of \$34,958.00
- 4.20. Renewal of an agreement with ESS for substitute teachers for the 2021-2022 fiscal year
- 4.21. Approval of an agreement with Oklahoma State University for Field Clinical Experiences for the 2021-2022 fiscal year
- 4.22. Approval of Memorandum of Understanding with the University of Oklahoma for Field Experience, Practicum and Internships for the 2021-2022 fiscal year
- 4.23. Approval of Memorandum of Understanding with Tulsa University for school practicum services for the 2021-2022 fiscal year
- 4.24. Approval of a Memorandum of Understanding with Tulsa University for Clinical Rotations for Athletic Trainers for the 2021-2022 fiscal year
- 4.25. Approval of a Memorandum of Understanding with Tulsa University for Classroom Student Teachers for the 2021-2022 fiscal year
- 4.26. Approval of a Memorandum of Understanding with Tulsa University for Clinical Rotations for Nurses for the 2021-2022 fiscal year
- 4.27. Approval of a Memorandum of Understanding with Western Governors University for Classroom Student Teachers for the 2021-2022 fiscal year
- 4.28. Approval of an agreement with Tulsa Tech Career Academy Program (TTCA) for the Career Academy Program and the Aerospace Academy Program for the 2021-2022 fiscal year

- 4.29. Approval of an Affiliation Agreement with Oklahoma Baptist University for educational field and clinical experiences for the 2021-2022 fiscal year
- 4.30. Approval of a Memorandum of Understanding with The Bridges Foundation for the Work Adjustment Training Program for the 2021-2022 fiscal year
- 4.31. Approval of the Transition School-to-Work Work Study contract for the 2021-2022 fiscal year
- 4.32. Approval of an agreement with Daybreak Family Services for School Based Counseling and Mental Health Services for the 2021-2022 fiscal year
- 4.33. Approval of an agreement with Tulsa City-County Health Department for the "It's All About Kids" Program for the 2021-22 fiscal year.
- 4.34. Renewal of a Memo of Understanding with Spring Dental for screening services for the fiscal year 2021-22.
- 4.35. Approval of the Solution Tree, Inc. Purchase Agreement for professional development services for the 2021-2022 fiscal year at a cost of \$13,000.00
- 4.36. Approval of the renewal of a plan with Pulse for the 2021-2022 fiscal year at a cost of \$25,460.00
- 4.37. Approval of a Memorandum of Understanding with Sandy Hook Promise for the 2021-2022 fiscal year
- 4.38. Approval of the AmericanChecked, Inc. service agreement for the 2021-2022 fiscal year
- 4.39. Approval of an agreement with Ver Hoef Information Sources, LLC for background check services for the 2021-2022 fiscal year
- 4.40. Renewal of an agreement with Community Care for the Employee Assistance Program for the fiscal year 2021-22
- 4.41. Approval of an agreement with Christina Evans, LLC for services for the 2021-2022 fiscal year
- 4.42. Approval of an agreement with Mary Catherine Corbell, LLC for services for the 2021-2022 fiscal year
- 4.43. Approval of the E-Rate Contract with CRW E-rate Consulting Services, LLC for the 2021-2022 fiscal year.
- 4.44. FMLA - Support - Administration - 6/1/21 to 7/31/21
- 4.45. Medical Leave - Certified - Central Intermediate - 3/8/21 - 5/26/21
- 4.46. Employment, Resignation, Retirement - Certified Personnel - per attached

4.47. Employment, Resignation, Retirement - Support Personnel - per attached

5. Finance

5.1. Discussion, consideration and vote to approve or not to approve General Liability, Education Leaders Liability, Property and Casualty Insurance agreements for the 2021-2022 fiscal year.

Approval of General Liability, Education Leaders Liability, Property and Casualty Insurance agreements for the 2021-2022 fiscal year with OSIG at a cost of \$744,485. Passed with a motion by Amanda Stephens and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

5.2. Discussion, consideration and vote to approve or not to approve the Workers' Compensation Insurance for the 2021-2022 fiscal year.

Approval of Workers' Compensation Insurance for the 2021-2022 fiscal year with OSAG at a cost of \$101,814. Passed with a motion by Amanda Stephens and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

5.3. Discussion, consideration and vote to approve or to not approve an additional contract with CRW E-rate Consulting Services, LLC for the Emergency Connectivity Fund (ECF) for the 2021-2022 fiscal year.

Approval of an additional contract with CRW E-rate Consulting Services, LLC for the Emergency Connectivity Fund (ECF) for the 2021-2022 fiscal year at a minimum cost of \$2,000 and a maximum cost of \$20,000. Passed with a motion by Tristy Fryer and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

6. Teaching and Learning

6.1. Discussion, consideration and vote to approve or not to approve an Educational Affiliation Agreement with the University of Oklahoma, Health Sciences Center for student Clinical Education services for the 2021-2022 fiscal year.

Approval of an Educational Affiliation Agreement with the University of Oklahoma, Health Sciences Center for student Clinical Education services for the 2021-2022 fiscal year. Passed with a motion by Julie Prox and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

6.2. Discussion, consideration and vote to approve or not to approve a Memorandum of Understanding with Tulsa Tech.edu for the Tulsa Tech e-School Network for the 2021-2022 fiscal year.

Approval of a Memorandum of Understanding with Tulsa Tech.edu for the Tulsa Tech e-School Network for the 2021-2022 fiscal year at a cost of \$46,248. Passed with a motion by Matt Dotson and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

6.3. Review of the revised Covid Protocol Plan. Discussion item only. No action required by the Board of Education.

7. Operations

7.1. Discussion, consideration and vote to approve or not to approve Activity Fundraisers for the 2021-2022 fiscal year.

Approval of the Activity Fundraisers for the 2021-2022 fiscal year as presented. Passed with a motion by Julie Prox and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.2. Discussion, consideration and vote to approve or not to approve Bixby Public Schools Open Transfer List for the 2021-2022 fiscal year.

Approval of the Bixby Public Schools Open Transfer List for the 2021-2022 fiscal year. Passed with a motion by Amanda Stephens and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.3. Discussion, consideration and vote to approve or not to approve a contract with the City of Bixby for two School Resource Officers for the 2021-2022 fiscal year.

Approval of a contract with the City of Bixby for two School Resource Officers for the 2021-2022 fiscal year at a cost of \$130,033.81. Passed with a motion by Tristy Fryer and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.4. Discussion, consideration and vote to approve or not to approve a contract with the City of Bixby for one School Resource Officer for the 2021-2022 fiscal year.

Approval of a contract with the City of Bixby for one School Resource Officer for the 2021-2022 fiscal year at a cost of \$37,307.52. Passed with a motion by Amanda Stephens and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.5. Discussion, consideration and vote to approve or not to approve a new Activity Fund Account for the Clay Target Club.

Approval of a new Activity Fund Account for the Clay Target Club. Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.6. Discussion, consideration and vote to approve or not to approve the Prime Vendor contract for Child Nutrition Services for the 2021-22 fiscal year.

Approval of U S Foods as the Prime Vendor contract for Child Nutrition Services for the 2021-22 fiscal year. Passed with a motion by Tristy Fryer and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.7. Discussion, consideration and vote to approve or not to approve an agreement with Oklahoma Energy Source, LLC "OKES", to provide natural gas services for certain sites within the district.

Approval of an agreement with Oklahoma Energy Source, LLC "OKES", to provide natural gas services for certain sites within the district. Passed with a motion by Amanda Stephens and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.8. Discussion, consideration and vote to approve or not to approve the list of employees recommended for hire for the Child Nutrition summer food program.

Approval of the list of employees recommended for hire for the Child Nutrition summer food program as presented. Passed with a motion by Julie Prox and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.9. Discussion, consideration and vote to approve or not to approve the lowest responsible bidder for elevator maintenance for the 2021-2022 fiscal year.

Approval of Kone as the lowest responsible bidder for elevator maintenance for the 2021-2022 fiscal year at a cost of \$22,680. Passed with a motion by Matt Dotson and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea

Yea: 5, Nay: 0

7.10. Discussion, consideration and vote to approve or not to approve the lowest responsible bidders for custodial services for the 2021-22 fiscal year.

Approval of the lowest responsible bidders for custodial services for the 2021-22 fiscal year as follows: Clean 4-U for Athletic facilities at a cost of \$82,800 and Statewide for High School, 9th Grade/Brassfield, Middle School, North Campus, East Campus, West Campus, and Central Campus at a cost of \$1,096,832. Passed with a motion by Amanda Stephens and a second by Julie Prox.

Justin Cheatham: Yea

Matt Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda Stephens: Yea

Yea: 5, Nay: 0

7.11. Discussion, consideration and vote to approve or not to approve security services for the 2021-22 fiscal year.

Approval of Jarvis, Inc. for security services for the 2021-22 fiscal year at a cost of \$53,285.10. Passed with a motion by Matt Dotson and a second by Justin Cheatham.

Justin Cheatham: Yea

Matt Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda Stephens: Yea

Yea: 5, Nay: 0

7.12. Discussion, consideration and vote to approve or not to approve the lowest responsible bidder for new LED lighting installation at Spartan Stadium.

Approval of KB Electric as the lowest responsible bidder for new LED lighting installation at Spartan Stadium at a cost \$264,800. Passed with a motion by Amanda Stephens and a second by Tristy Fryer.

Justin Cheatham: Yea

Matt Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.13. Discussion, consideration and vote to approve or not to approve declaring items as surplus to be disposed of in accordance with the State Laws of Oklahoma.

Approval of declaring items as presented as surplus to be disposed of in accordance with the State Laws of Oklahoma. Passed with a motion by Julie Prox and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

8. **Human Resources** - No items this month

9. Executive Session

9.1. Discussion, consideration and vote to go or not to go into executive session to discuss the Evaluation of the Superintendent (25 O.S. Sec. 307 (B)(1) and (B)(7))

At 8:00 p.m. approval of going into Executive Session. Passed with a motion by Justin Cheatham and a second by Amanda Stephens.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

9.2. Vote to acknowledge return to open session.

At 9:40 p.m. approval to return to open session. Passed with a motion by Julie Prox and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea

Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

9.3. Statement by Board president of executive session minutes.

10. New Business

11. Vote to adjourn

At 9:41 p.m. approval to adjourn. Passed with a motion by Julie Prox and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

President

Vice President

Clerk

Member

Member

CERTIFIED PERSONNEL

EMPLOYMENT

Katie Blackford	Spanish Teacher	Middle School Eff. 8/10/2021
Leslie Goodnight	Counselor Part Time	East Intermediate Eff. 8/3/2021
Skylar Goodsell	Science Teacher	High School Eff. 8/10/2021
Jennifer Masterson	Assistant Special Ed Director	District Wide Eff. 7/13/2021
Rachel Morie	3rd Grade Teacher	Central Elementary Eff. 8/10/2021
Laura Palicia	4th Grade Teacher	East Intermediate Eff. 8/10/2021
Sarah Pixley	4th Grade Teacher	West Intermediate Eff. 8/10/2021
Jamie Rangel	Spanish Teacher	9th Grade Center Eff. 8/10/2021
Kelly Rutter	Special Education Teacher	Middle School Eff. 8/10/2021
Kim Schein	Special Education Director	District Wide Eff. 7/01/2021
Megan Stevenson	Special Education Teacher	East Intermediate Eff. 8/10/2021
Vanessa Stice	Assistant Principal	Middle School
Mike Stanton	Cross Country Head Coach	

TEMPORARY CONTRACT

Michael Cox	HS Summer School Teacher
Kate Creekmore	HS Summer School Supervisor
Roy Hunter Jr.	Indian Education Tutor
Patricia Nolan	HS Summer School Teacher
Kelley Rampey	HS Summer School Teacher

**Submitted to Board of Education
June 10, 2021**

VIRTUAL COURSE TEACHER

RESIGNATION AGREEMENTS

Alex Akers	Science Teacher	Middle School Eff. 5/26/2021
Allyson Blackshare	English Teacher	Middle School Eff. 5/26/2021
Jordan Cox	Science Teacher	High School Eff. 5/26/2021
Breanna Dean	Special Education	9th Grade Eff. 5/26/2021
Beth Gaches	Counselor	High School Eff. 6/8/2021
Shelby Joiner	English Teacher	9th Grade Eff. 5/26/2021
Catherine Rook	Special Education	9th Grade Eff. 5/26/2021
Katelyn Sanders	1st Grade	Central Elementary Eff. 5/26/2021
Lisa Seay	Physical Science/Biology	Middle School Eff. 5/26/2021
Brooke Tamura	2nd Grade	West Elementary Eff. 5/26/2021
Ashley Tevis	Math Teacher	East Intermediate Eff. 5/26/2021
Cassandra Walker	EL Teacher	Middle School Eff May 26, 2021
Kelli Wilson	Title I Reading/Math	Central Elementary Eff. May 26, 2021

SUPPORT PERSONNEL

EMPLOYMENT FOR THE 2020-2021 SCHOOL YEAR

SUBJECT TO JOB ASSIGNMENT BY THE SUPERINTENDENT

Sherry Barnett	Custodian	9th Grade Center Eff. 6/9/2021
Elizabeth Gonzalez	Paraprofessional	West Elementary Eff. 8/12/2021
Jasmine Hash	Office Assistant	North Intermediate Eff. 8/12/2021
Christa Montgomery	Athletic Trainer	District Wide Eff. 7/01/2021
Deborah Sneyd	Bus Aide	District Wide Eff. 8/12/2021
Ricky Strokos	Behavior Technician	Middle School Eff. 8/12/2021

TEMPORARY EMPLOYMENT

VOLUNTARY COACHING

**SUPPORT PERSONNEL
RESIGNATIONS**

Mary Barnes	Food Service Assistant	High School Eff. May 27, 2021
Belinda Claramunt	Bldg Secretary	9th Grade Center Eff. June 9, 2021
Phyllis Ferguson	Lunch Clerk	9th Grade Eff. May 27, 2021
Shirley Garcia	Transportation Coordinator	District Wide Eff. June 8, 2021
Deena Grosso	Paraprofessional	Central Elementary Eff. May 26, 2021
Preston Guiot	Playground Aide	West Elementary Eff. May 26, 2021
Harmony Inbody	Paraprofessional	Middle School Eff. May 26, 2021
Jennifer Jones	Paraprofessional	Eff. May 26, 2021 East Elementary
Eve Nichols	Custodian	9th Grade Eff. May 31, 2021
Gordon Nichols	Maintenance	District Wide Eff. June 3rd, 2021
Mary Roe	Bus Driver	District Wide Eff. May 26, 2021
Lindsey Thomason	Paraprofessional	North Elementary Eff. May 26, 2021
Kimberly Turner	FS Assistant Manager	East Elem/Int Eff. May 28, 2021

TERMINATIONS

Bixby Board of Education Special Meeting
Thursday, June 24, 2021
Administrative Building
109 N Armstrong St
Bixby, OK 74008

Attendance Taken at 5:00 PM.

Justin Cheatham: Present
Matt Dotson: Present
Tristy Fryer: Present
Julie Prox: Present
Amanda Stephens: Absent
Present: 4, Absent: 1.

1. As required by Sec. 311, Title 25 of the Oklahoma Statutes, notice is hereby given the Board Education of Independent School District No.4, Tulsa County, Oklahoma, will hold a Special Meeting on Thursday, June 24, 2021 at 5:00 p.m. at the BPS Administrative Center, 109 N. Armstrong, Bixby, OK.

2. Call meeting to Order/Roll Call

3. Discussion, consideration and vote to approve or not to approve a School Resource Officer Contract with the City of Bixby for one school resource officer at no cost to the district for the 2021-2022 fiscal year.

Approval of a School Resource Officer Contract with the City of Bixby for one school resource officer at no cost to the district for the 2021-2022 fiscal year. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Absent
Yea: 4, Nay: 0, Absent: 1

4. Discussion, consideration and vote to approve or not to approve the 2020-2021 Encumbrances and Payroll Encumbrances.

Approval of the 2020-2021 Encumbrances and Payroll Encumbrances. Passed with a motion by Matt Dotson and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Absent
Yea: 4, Nay: 0, Absent: 1

5. Report on End-of-year Revenue and Expenditures. Discussion only. No action required by the Board of Education.

6. Vote to Adjourn

At 5:27 p.m. approval to adjourn. Passed with a motion by Julie Prox and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Absent
Yea: 4, Nay: 0, Absent: 1

President

Vice President

Clerk

Member

Member

MEMORANDUM OF UNDERSTANDING

BETWEEN

ImpactTulsa

AND

**BIXBY PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT NO. I-004 OF TULSA
COUNTY, OKLAHOMA**

This **MEMORANDUM OF UNDERSTANDING** is hereby made and entered into by and between **BIXBY** Public Schools, Independent School District No. I-004 of Tulsa County, Oklahoma, hereinafter referred to as “the District”, and ImpactTulsa, hereinafter referred to as ImpactTulsa.

I. PURPOSE

ImpactTulsa partners with the Oklahoma State Department of Education and Tulsa area districts to share data for purpose of setting, tracking, and measuring cradle to career outcomes including progress toward kindergarten readiness, third-grade reading, middle grade math, high school completion, postsecondary entry, and postsecondary completion. This agreement outlines a framework for cooperation between ImpactTulsa and the District to ensure all Tulsa area students have the opportunity for a high-quality education that prepares them for success.

This Memorandum sets forth the understandings and intentions of ImpactTulsa and the District with regard to their shared goals in accordance with this purpose for the **2021-2022** school year.

II. MUTUAL BENEFITS AND INTERESTS

ImpactTulsa partners with education, business, nonprofit, philanthropy, faith-based, and civic entities to improve student outcomes by aligning resources and measuring progress with fidelity. The work of the partnership builds upon existing efforts to collect and analyze data for the purposes of identifying best practices in the Tulsa region with the greatest potential of improving academic achievement.

Benefits to the District include the development of supportive partnerships with multiple community stakeholders that reinforce the District’s mission of student achievement.

Shared benefits from the development of this partnership include:

- Improved academic outcomes in the Tulsa region
- Expanded cross-sector collaboration to ensure all children/youth are academically and socially prepared for college and career
- Utilization of cradle-to-career outcomes data with comparative analyses

III. WORKING AGREEMENT

A. COLLABORATIVE ACTION and LEARNING COMMUNITIES

As the backbone organization of the regional and collective impact partnership, ImpactTulsa will serve as a convener of community stakeholders to improve outcomes along the cradle-to-career continuum. ImpactTulsa will convene collaborative action, goal setting task forces, and learning communities to prioritize indicators, build shared accountability for areas for improvement, as well as identify and scale best practices that accelerate population-level outcomes. ImpactTulsa will provide technical assistance, group facilitation, continuous learning and improvement tools and processes as well as provide data analysis to help action teams design and test interventions and develop strategies in order to improve cradle-to-career outcomes for the Tulsa region.

For the purposes of supporting these collaborative learning communities, ImpactTulsa will use data provided by the Oklahoma State Department of Education and make data requests to the districts when necessary. It will cooperate with District professionals and participating partners to implement the appropriate data-sharing and confidentiality agreements in order to ensure privacy and confidentiality consistent with FERPA, HIPAA, and all applicable state and federal privacy laws. All stakeholders and participants of ImpactTulsa's collaborative action and learning Communities will be required to follow and maintain FERPA, HIPAA, and all applicable state and federal privacy laws.

B. COMMUNICATION

All parties to this agreement support a clear and consistent message when communicating about the ImpactTulsa collective impact initiative in public communications whether audio, written, or visual. Partners will champion the work and brand of ImpactTulsa to create a public awareness of the partnership and its goals. ImpactTulsa will distribute press releases to media outlets and display on its website—www.impacttulsa.com—information about the partnership's work and initiatives, which may include aggregated student- or district-level data.

C. DISTRICT PROFESSIONAL PARTICIPATION

Active support for this collective initiative from the highest level of the organization is necessary to ensure success. The Superintendent may represent the District on the ImpactTulsa Leadership Council in meetings expected to occur quarterly. The Superintendent will establish procedures for communication, data sharing, professional development, and continuous improvement initiatives within the District and delegate relevant District

professionals to engage in the work of the action teams as a part of their professional responsibilities, when appropriate.

The District embraces the continuous improvement process by incorporating best practices and utilizing local data.

D. IN-SCHOOL RESEARCH ACTIVITIES

ImpactTulsa will obtain permission from the District through the Superintendent or designee prior to conducting in-person visits to schools to observe or speak with administrators, teachers, or students for qualitative research purposes. ImpactTulsa will comply with any District requirements to submit qualitative instruments for approval by an Institutional Research Board or research office.

E. DATA COLLECTION for COLLEGE and CAREER PREPARATION & POSTSECONDARY EXPERIENCE

National Student Clearinghouse (NSC)

ImpactTulsa and the District will work in partnership to obtain National Student Clearinghouse data to collect information on high school graduates from the Tulsa area region. The National Student Clearinghouse collects student information on postsecondary enrollment information to learn whether students persist and complete postsecondary credentials within a six-year period.

ImpactTulsa will help the district with obtaining an NSC contract and provide technical assistance with data support and analysis. ImpactTulsa will request to be an additional technical contact on the district's NSC account to provide technical assistance with formatting, submitting, and analyzing all NSC reports and data.

The District will work with ImpactTulsa to share student senior level and high school graduate data files to submit to NSC for matching to the NSC Student Tracker Database. ImpactTulsa will provide detailed summary reports back to the school district as well as conduct more in-depth advanced, disaggregated, comparative, analysis of student pathways and college outcomes that ultimately contribute to student success after high school.

Oklahoma State Regents for Higher Education

ImpactTulsa will support the school district in accessing postsecondary information from Oklahoma State Regents for Higher Education (OSRHE). The OSRHE establishes the principles governing access to and the dissemination of information gathered and maintained through the Oklahoma State Regents for Higher Education's Unitary Data System.

Annually, the OSRHE gathers data elements for each student in Oklahoma higher education. This data is not often shared back with school districts but can be useful information for school districts. The District will work with ImpactTulsa to access student senior level and high school graduate data files for matching to the OSRHE Student Database. These will be the same files used for NSC matching and will, therefore, not require additional work from district staff. ImpactTulsa will provide detailed summary reports back to the school district as well as more timely analysis to conduct more in-depth advanced and disaggregated analysis of student pathways and college outcomes that has not previously been accessible

by/available to school districts.

Individual Career Academic Plan (ICAP)

ImpactTulsa aims to support the school district with ICAP data analysis and activities. ImpactTulsa will provide technical assistance with data analytics to school districts to assess college and career preparation trends (if data is available) and provide continuous improvement tools to help school districts with ICAP implementation. The District will work with ImpactTulsa to share ICAP data and information consistent with the following:

- Students' coursework/ post-secondary indicators, learning and assessment results including:
 - Dual/Concurrent Enrollment
 - Work-Based Internships
 - College Prep Coursework
- Students' postsecondary plans, service learning/internship experiences aligned with a career, academic and personal/social goals, completion of financial planning coursework, and any other ICAP-related information (ex. OKCareerGuide, OKCollegeStart, Naviance, or other records)
- Students' records of college- and career-readiness counseling and activities.

Oklahoma CareerTech

ImpactTulsa will support the school district in accessing data and information from Oklahoma CareerTech. The Oklahoma Department of Career and Technology Education offers programs and services in 29 technology center districts operating on 58 campuses, 394 K-12 school districts, 16 Skills Centers campuses that include three juvenile facilities and 32 Adult Basic Education service providers. Oklahoma CareerTech collects data on technical program enrollment, course participation, degree completion and career and industry certified accreditations.

Having access to this information will allow for a deeper understanding of technical school experiences and career trajectories for students in our region that attend CareerTech programs but do not attend a 4-year university. The District will work with ImpactTulsa to access student-level enrollment information of students who participate in CareerTech while in high school as well as graduate data files for matching to CareerTech's enrollment, degree and accreditation files. ImpactTulsa will provide detailed summary reports back to the school district as well as conduct more in-depth advanced and disaggregated analysis of career pathways and outcomes that ultimately contribute to student success after high school.

Oklahoma Works

Oklahoma Works regularly produces data reports, research and other documents that summarize the state's labor market and workforce demands, as well as examines the state's effectiveness in creating a responsive and agile workforce development system. Oklahoma Works serves as the state reporting body for regional workforce initiatives including WorkforceTulsa.

Accessing data from Oklahoma Works and WorkforceTulsa will allow for a deeper understanding of workforce development trends in Tulsa county. This data also documents workforce development participation, experiences and career trajectories for students in our region that do not attend a college or university. The District will work with ImpactTulsa to access student senior level and high school graduate data files for matching to Oklahoma Works workforce program enrollment and completion files. ImpactTulsa will provide detailed summary reports back to the school district as well as conduct more in-depth advanced and disaggregated analysis of student pathways and workforce outcomes that ultimately contribute to student success after high school.

F. DATA SHARING

In order to make data-driven decisions and monitor progress on action plans, the District will share relevant data that provides information about outcomes and contributing indicators with ImpactTulsa in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g. FERPA “allows schools to disclose records, without consent, to organizations conducting certain studies for or on behalf of the school.” The ImpactTulsa research and analytics department and all applicable staff will maintain the confidentiality of all student-level data shared by the District. This includes student files, records and direct access to dashboards, student information systems or databases provided and granted by the District.

All data and information released by ImpactTulsa that is public facing will be aggregated across Tulsa regional partner districts and will not identify specific districts or member schools without the Leadership Council’s direction and written permission from the district involved.

Disaggregated data at the District or school level will be available internally to the district superintendent(s), district professional staff, and partnership stakeholders participating in collaborative action and learning communities for purposes of identifying and studying ways to improve student outcomes (*as outlined in Section III. A*).

IV. STUDENT AND DATA PRIVACY

ImpactTulsa agrees to protect the privacy of student information and educational records in accordance with the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA). ImpactTulsa agrees that no one under its authority shall gather, release, or make public in any way information related to or that could lead to identification of a student. This includes photos shared with ImpactTulsa by District and photographs, recordings (video and/or sound), or student’s written or oral statements taken by ImpactTulsa. The only exception is where written permission that specifically authorizes gathering, releasing, or otherwise using the

types of information described in this paragraph is obtained from the parent (if the student is under the age of 18), or the student (if the student is age 18 or older).

V. DATA SECURITY

ImpactTulsa shall implement appropriate and effective measures designed to ensure the confidentiality and security of personally identifiable information by protecting against anticipated hazards or threats to the integrity or security of such information, protecting against unauthorized access or disclosure of information, and preventing other action that could result in substantial harm to the District or an individual identified with the data or information in ImpactTulsa's custody.

ImpactTulsa agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion, and detection/prevention. ImpactTulsa agrees that any and all transmission or exchange of data with the District parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent means.

ImpactTulsa agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority. In the event of a breach of any of ImpactTulsa's security obligations or other event requiring notification under applicable law, ImpactTulsa agrees to notify the District immediately.

VI. LIABILITY AND INDEMNIFICATION

ImpactTulsa agrees to defend, save, indemnify, and hold the District harmless from any alleged claims, claims, demands, causes or action, liability, loss, damages, and/or injury arising out of or incident to any acts, omissions, negligence, or willful misconduct of ImpactTulsa's personnel, employees, agents, contractors, or volunteers in connection with the performance of the activities described in this Memorandum.

VII. POINTS OF CONTACT

The principal address for ImpactTulsa is 907 South Detroit, Suite 1100b, Tulsa, OK 74120. The principal address for Bixby Public Schools is 109 N. ARMSTRONG, BIXBY, OK. 74008.

The primary contacts for ImpactTulsa:

Carlisha Williams Bradley, Executive Director
Carlisha@impacttulsa.com

Delia Kimbrel PhD., Senior Director of Research and Policy
Address: 907 South Detroit, Suite 1100b

Tulsa, Oklahoma 74120
(918) 271-5100
delia@impacttulsa.com

The primary contact person for **BIXBY** Public Schools:

Dr. Rob Miller, Superintendent
Address: 109 N. ARMSTRONG
BIXBY, OK. 74008
Phone: 918-366-2200
Email: rmiller@bixbyps.org

VIII. GENERAL

- A. ImpactTulsa agrees that the activities it undertakes under this Memorandum are not intended to provide services to the District and that it will not seek compensation from the District in connection with its participation in these activities.
- B. ImpactTulsa agrees that it will not claim or imply that the District endorses the sale or purchase of its services.
- C. This Memorandum in no way restricts either party from participating in any activity with other public or private agencies, organizations or individuals.
- D. Nothing in this Memorandum authorizes or is intended to obligate the District to expend, exchange, or reimburse funds, services, or supplies, or transfer anything else of value.
- E. All agreements within this Memorandum are subject to and will be carried out in compliance with all applicable laws, regulations, and other legal requirements of the State of Oklahoma and Tulsa County.
- F. This Memorandum takes effect on execution and approval by the Board of Education of the District and ends on June 30, 2022. Either party may cancel this agreement any time with upon thirty- (30) days' notice to the other party, in writing, by certified mail or personal delivery.

The District and ImpactTulsa agree to the above Memorandum.

Witnessed:

IMPACTTULSA
DocuSigned by:
Jeff Stava

AAFBCB7ACC6647C...
Signature

BIXBY PUBLIC SCHOOLS
DocuSigned by:
Rob Miller

4F59FC546044468...
Signature

William J. Stava, III

Printed Name

COO

Title

5/5/2021

Date

Rob Miller

Printed Name

Superintendent

Title

7/7/2021

Date

CERTIFIED PERSONNEL

EMPLOYMENT

Christina Bates	Science	Middle School Eff. 8/10/2021
Ray Blake	Head Wrestling	High School Eff. 8/10/2021
Katelin Bledoe	5th Grade	Central Intermediate Eff. 8/10/2021
Benjamin Brown	6th SS/Geography	Central Intermediate Eff. 8/10/2021
Hailey Brydie	6th Grade Science	Central Intermediate Eff. 8/10/2021
Kasey Cadion	1st Grade	Central Elementary Eff. 8/10/2021
Kayla Cardwell	2nd Grade	West Elementary Eff. 8/10/2021
Rachel Chinsethagid	Instructional Coach	Eff. 8/10/2021 Eff. 8/10/2021
Jamie Copenhaver	PE	Central Elementary Eff. 8/10/2021
Caitlin Cundiff	English	9th Grade Center Eff. 8/10/2021
Lindsey DeSmet	History/Geography	9th Grade Center Eff. 8/10/2021
Caitlin Diffie	EL	West Elementary Eff. 8/10/2021
Rachel Eccles	PreK	Central Elementary Eff. 8/10/2021
Brenna Folkers	English	Middle School Eff. 8/10/2021
Logan Hawk	Yearbook	High School Eff. 8/10/2021
Rachel Horton	Music	East Intermediate Eff. 8/10/2021
Rudi James	Instructional Coach	Eff. 8/10/2021

EMPLOYMENT CONTINUED

Mandi Lawler	PreK	Central Elementary Eff. 8/10/2021
Tanya Maillett	Special Education	North Elementary Eff. 8/10/2021
Joyce Marcou	Special Education	High School Eff. 8/10/2021
Allison Morris	Counselor Coordinator	District Wide Eff. 7/28/2021
Andrew Morris	Biology	9th Grade Center Eff. 8/10/2021
Julie Osburn	2nd Grade	East Elementary Eff. 8/10/2021
Shannon Pinson	Speech Pathologist	High School Eff. 8/10/2021
Jennifer Rich	Science	Middle School Eff. 8/10/2021
Zach Roberts	Advanced Math 6th Grade	North Intermediate Eff. 8/10/2021
Camille Thomas	Counselor	Central Intermediate Eff. 8/03/2021
Molli Veach	Art	West Intermediate Eff. 8/10/2021
Amanda Walker	English	High School Eff. 8/10/2021
Lauren Waterhouse	5th Grade	Central Intermediate Eff. 8/10/2021
Emily Wells	1st Grade	West Elementary Eff. 8/10/2021

TEMPORARY CONTRACT

Kallen Armstrong	Summer Camp Teacher
Stacey Astring-Bouchet	Summer Camp Teacher
Trisha Banks	Summer Camp Teacher
Ben Brown	Summer Camp Teacher
Jordan Butler	Summer Camp Teacher
Heather Bycroft	Summer Camp Teacher
Lori Cole	Summer Camp Teacher
Breanne Cooper	Summer Camp Teacher
Brandon Cross	Summer Camp Teacher
Barbara Davis	Summer Camp Teacher
Katie Gallamore	Summer Camp Teacher
Chelsea George	Summer Camp Teacher
Jody Hamilton	Summer Camp Teacher
Martha Highland	Summer Camp Teacher
Rebecca Jones	Summer Camp Teacher
Renee Kelley	Summer Camp Teacher
Jessica Kindell	Summer Camp Teacher
Julie Lacy	Summer Camp Teacher
Ardath Lamb	Summer Camp Nurse
Aleana Lane	Summer Camp Teacher
Erin Lovitt	Summer Camp Teacher
Erin Lynam	Summer Camp Teacher
Suzanne McCorkel	Summer Camp Teacher
Suzi McMahan	Summer Camp Teacher
Earline Moore	Summer Camp Teacher
Elaina Nolan	Summer Camp Teacher
Cathy Peters	Summer Camp Teacher
Tracie Popp	Summer Camp Teacher
Tyler Randall	Summer Camp Teacher
Katherine Robinson	Summer Camp Teacher
Melissa Roesslein	Summer Camp Teacher
Haley Rumbaugh	Summer Camp Teacher
Lisa Seay	Summer Camp Teacher
Kenseigh Shook	Summer Camp Teacher
Liza Simmons	Summer Camp Teacher
Tracy Stephens	Summer Camp Nurse
Pamela Stevenson	Summer Camp Teacher
Michael Stick	Summer Camp Teacher
Jenaan Suleiman	Summer Camp Teacher
Shelly Sumler	Summer Camp Teacher
Robyn Tally	Summer Camp Teacher

TEMPORARY CONTRACT

Jessica Taylor	Summer Camp Teacher
Tristen Watkins	Summer Camp Teacher
Richelle Ward	Summer Camp Teacher
Darla Williams	Summer Camp Teacher
Daniel Zehder	Summer Camp Teacher
Katie Christian	Extended School Year Teacher
Susannah Flake	Extended School Year Teacher
John Higgins	Extended School Year Teacher
Betsy Leahan	Extended School Year Teacher
Terri Mullins	Extended School Year Teacher
Amy Najita	Extended School Year Teacher
Martha Nunn	Extended School Year Teacher
Catherine Rook	Extended School Year Teacher
Amanda Walehwa	Extended School Year Teacher
Sherry Willis	Extended School Year Teacher
Logan Hawk	Summer Multimedia Teacher

VIRTUAL COURSE TEACHER

RESIGNATION AGREEMENTS

Ginger Acebo	Advanced Mathematics	High School Eff. 5/26/2021
Stephanie Blackwell	Athletic Coordinator	High School Eff. 8/31/2021
Stephanie Botts	7th/8th English	Middle School Eff. 5/26/2021
Suzi McMahan	Kindergarten Teacher	North Elementary Eff. 5/26/2021
Angela Schottel	Special Education	High School Eff. 5/26/2021
Taylor Shortridge	Speech Pathologist	North Intermediate Eff. 5/26/2021
Jason Smith	Computer Application	Middle School Eff. 5/26/2021
Kailey Stewart	Speech Pathologist	Central Elementary Eff. 5/26/2021
Sonja Swanson	EI Teacher	High School Eff. 5/26/2021

Submitted to Board of Education
July 15, 2021

SUPPORT PERSONNEL

EMPLOYMENT FOR THE 2021-2022 SCHOOL YEAR

SUBJECT TO JOB ASSIGNMENT BY THE SUPERINTENDENT

Lindsey Christian	Paraprofessional	High School Eff. 8/12/2021
Hailey Curtis	Paraprofessional	West Elementary Eff. 8/12/2021
Jessica Graham	Paraprofessional	Central Elementary Eff. 8/12/2021
Brittany Leehue	Paraprofessional	North Elementary Eff. 8/12/2021
Debra Lewis	Administrative Assistant	Admin Building Eff. 7/6/2021
Maura Lindsey	Paraprofessional	Central Elementary Eff. 8/12/2021
Jameka Mathis	Paraprofessional	East Intermediate Eff. 8/12/2021
Heather Miller	Records Clerk	East Elementary Eff. 8/12/2021
Clifford O'Neal	Bus Driver	District Wide Eff. 8/12/2021

TEMPORARY EMPLOYMENT

Lauren Carpio	Summer Camp Support
Rachel Constein	Summer Camp Support
Natalia Davidson	Summer Camp Support
Kim Dorman	Summer Camp Support
Jennifer Jones	Summer Camp Support
Marsha Jones	Summer Camp Support
Betsy Leahan	Summer Camp Support
Sheila Lowe	Summer Camp Support
Sherril Maxwell	Summer Camp Support
Toni Phillips	Summer Camp Support
Radonda Shipman	Summer Camp Support
Allison Skipper	Summer Camp Support
Dee Harrison	Summer Bus Aide
Deborah Sneyd	Summer Bus Aide
Eric Harrison	Summer Bus Driver
Paula McClendon	Summer Bus Driver
Juan Mendoza	Summer Bus Driver
Siri Oeltjenbruns	Summer Bus Driver
Twana Paulson	Summer Bus Driver
Karan Richardson	Summer Bus Driver
Ken Sneyd	Summer Bus Driver

VOLUNTARY COACHING

SUPPORT PERSONNEL RESIGNATIONS

Lindsey Burk	Paraprofessional	East Intermediate Eff. 5/26/2021
Tammy Capps	Bus Driver	District Wide Eff. 5/26/2021
Crystal Ingle	Paraprofessional	Middle School Eff. 5/26/2021
Jerri Johnson	Office Assistant	West Intermediate Eff. 5/26/2021
Brittany Nasworthy	Paraprofessional	High School Eff. 5/26/2021
Brittany Oaks	Paraprofessional	Central Intermediate Eff. 5/26/2021
Terry Sorrells	Receptionist	Administration Eff. 7/31/2021
Matt Thompson	Strength/Conditioning	High School Eff. 6/4/2021
Leena VanVoorhis	Administrative Assistant	Administration Eff. 7/22/2021
Jessica Witter	Paraprofessional	East Intermediate Eff. 5/26/2021

TERMINATIONS

Carl Blankely	Maintenance	District Wide Eff. 7/08/2021
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CG + BIXBY PUBLIC SCHOOLS BULK MEMBERSHIP AGREEMENT

This CG BULK BOLD™ AGREEMENT (the "**Agreement**") is entered into effective as of 6/11/2021 by and between, CG NATION, LLC d/b/a CAMP GLADIATOR ("**CG**"), a Texas limited liability company whose principal office is located at 9185 Research Boulevard, Austin, Texas 78758, and Bixby Public Schools ("**Company**"), whose principal office is located at 109 N. Armstrong St, Bixby, OK 74008 (collectively, the "**parties**").

RECITALS

CG is a group fitness company that offers CG BOLD™ memberships to customers in minimum monthly commitments of 6-, 12-, or 24-months for unlimited access to CG's outdoor and/or virtual group fitness sessions, which are operated by CG's independently owned franchise owners at outdoor locations in various states and online ("**BOLD Memberships**").

CG offers businesses and other organizations the ability to subsidize discounted BOLD Memberships in bulk for the purpose of providing qualified employees and other eligible individuals (the "**Members**") unlimited access to CG fitness sessions at a pre-determined monthly membership rate (the "**Bulk BOLD Program**"). Additional information and logistics may be seen on the "City of Bixby + CG - Partnership Synopsis" PDF file delivered on May 24th, 2021.

CG desires to sell to Company, and Company desires to purchase, a bulk quantity of CG BOLD memberships for eligible Members, under the terms and conditions stated herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Parties agree as follows:

1. **Compensation Rate.** Company shall compensate CG for the total number of eligible Members with a BOLD membership during the prior calendar month (the "**Compensation Amount**"). Company will pay CG \$20/mo for outdoor memberships and \$10/mo for virtual only memberships for each eligible Member with a BOLD membership during the prior calendar month (the "**BOLD Discount**"). All eligible members will receive a discounted monthly rate of 30% for Outdoor Memberships and 25% for virtual only memberships. Company shall be responsible for the total payment due and owing for the total number of eligible Members during the prior calendar month regardless of the number of visits made by such Members during the prior calendar month. Example: 30 (thirty) eligible members engage in outdoor memberships and 20 (twenty) eligible members engage in virtual only memberships. At the end of each month, CG will provide an engagement report and invoice for 50 (fifty) total employees. 30 (thirty) at \$20 per person and 20 (twenty) at \$10 per person. The total invoice equaling \$800 (\$600+\$200).

CG + BIXBY PUBLIC SCHOOLS BULK MEMBERSHIP AGREEMENT



2. **Monthly Invoices; Payment.** In connection with Company's Bulk BOLD Subsidy Program, CG will submit a monthly invoice to Company for the total Compensation Amount due and owing for the prior calendar month. Company authorizes CG and its third-party payment processor to charge Company for payment in full via Company's designated payment method, including credit card, electronic wire or ACH payment. Any late payments will accrue at the maximum interest allowed under state law.

3. **Billing Report.** CG shall submit a monthly engagement report to Company, identifying each verified eligible Member with a BOLD membership for the prior month. CG shall not be responsible for investigating a verified Member's eligibility after the Member's initial verification. Upon receiving Company's notice of a Member's ineligibility, CG will remove the ineligible Member from the Company's Bulk BOLD Program and adjust the Compensation Amount accordingly for the next billing period; provided, however, that Company shall remain liable for paying any amounts due and owing for an ineligible Member through the effective date on which Company provides CG with notice of the Member's ineligibility.

4. **Ineligible Members.** The parties acknowledge that Members may no longer be eligible to participate in Company's Bulk BOLD Program during the term of the Member's BOLD Membership. For any Members who become ineligible during their minimum BOLD commitment, Company shall immediately inform such Members (1) of their ineligibility status, (2) that, if the Member desires to continue paying CG, CG will honor the agreed rate for the Member's BOLD Membership for the remainder of such membership, and (3) that such Members may contact CG's Customer Service Team to cancel their BOLD Membership. CG agrees to cancel the BOLD Membership of any ineligible Member who timely submits a cancellation request to CG's Customer Service Team.

5. **Additional Products and Services.** Nothing in this Agreement shall preclude CG from selling additional products or services to Members that are not covered under this Agreement. Any additional products or services purchased by Members are the Member's sole responsibility, and Members are responsible for any sales or use tax on the fees charged for such products or services.

6. **Term; Auto-Renewal.** This Agreement shall begin on the Effective Date and continue for a term of 12 months from the Effective Date. Unless terminated by either party, or otherwise agreed in writing, this Agreement shall automatically renew for a successive term of equal months.

7. **Termination.** Either party may terminate this Agreement upon 60 days' written notice to the other party. In addition, CG may terminate this Agreement upon 30 days' notice if Company fails to pay any amounts due and owing under this Agreement. If Company terminates the Agreement, Company shall be liable for all payments due and owing for each



month of the term remaining for the BOLD Membership after Company submits written notice of termination to CG based on the total number of eligible Members enrolled in the Company's then-current Bulk BOLD Program as of the effective termination date.

8. Sales and Use Tax. To the extent the BOLD Memberships provided by CG or its affiliates under this Agreement are deemed to be taxable services subject to state or local sales and use taxes, Company agrees that the net pricing of the BOLD Memberships after application of the BOLD Discount will include any applicable sales and use taxes assessed for the BOLD Memberships.

9. Membership Agreement Binding on Eligible Members. The parties acknowledge that the terms of the BOLD Membership constitute a legally binding agreement between each Member and CG, and that each qualifying individual who enrolls in Company's Bulk BOLD Program expressly agrees to be bound to the terms and conditions of the CG BOLD* Membership Agreement.

10. Services to be Performed by Independent Franchisees. No part of this Agreement shall be construed or is intended to represent the creation of an employment, agency, partnership or joint venture relationship between CG and any of its independent franchise owners who at all times shall act as independent contractors.

11. Promotion of Services; Intellectual Property. Company shall promote the CG Bulk BOLD Program to eligible Members through such channels as Company's website, marketing and sales materials, and new-employee onboarding materials. CG grants to Company a revocable, non-exclusive, non-assignable and non-transferable right and license to use and display the CG's logo and mark during the term of this Agreement without modification solely in connection with the promotion of Company's Bulk BOLD Program. Upon expiration or termination of this Agreement, the foregoing license shall automatically terminate, and Company shall immediately cease its use and display of CG's intellectual property. Any use of CG's intellectual property shall be subject to CG's prior approval. CG represents and warrants that it has the right to grant the license as set forth in this Section. Company authorizes CG to use its likeness, including its logo, in promoting the Company's Bulk BOLD Program to third parties.

12. Confidentiality. Each party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other party or its affiliates. Each party agrees that it will only use such confidential information as permitted by this Agreement; it will not disclose such confidential information to any third party other than the party's insurance agents, accountants, auditors, consultants, tax preparers or similar professionals; and it will take at least those precautions to protect the other party's confidential information as it takes to protect its own similar



information. The Parties acknowledge that either party may disclose confidential information to the extent required by legal process or court order. The Party's confidentiality requirements shall survive after the expiration or termination of this Agreement.

13. Indemnification. The Parties shall each indemnify and hold harmless the other party against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("**Damages**"), which arise out of a third-party claim, including any Damages that directly arise from or are the result of the indemnifying party's breach of this Agreement or negligent acts or omissions in performing the services under this Agreement.

14. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Texas, without regard to conflicts of law principles. The Parties agree that the exclusive jurisdiction and venue for any dispute or action arising out the terms of this Agreement shall properly lie in the federal and state courts in Travis County, Texas.

15. Amendment; Waiver. No waiver, modification, amendment or change of any term of this Agreement shall be effective unless in writing signed by both Parties.

16. Binding Effect. Unless the Parties agree otherwise, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successor or assigns.

17. Entire Agreement. This Agreement represents the entire agreement between CG and Company relating to the terms specified herein, and any prior agreements, correspondence, discussions and understandings of the parties are superseded, it being understood that this Agreement shall serve as the complete and exclusive statement of the parties' agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day, month and year written below.

**CG NATION LLC d/b/a
CAMP GLADIATOR**

By: Britt Knighton

Title: VP Business Development

COMPANY

By: Rob Miller

Title: Superintendent



Date: 6/14/21

Date: 6/24/2021

Signature: *Beth Kylin*

Signature: