

Bixby Board of Education Regular Meeting
Thursday, February 10, 2022 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: Present

Matt Dotson: Absent

Tristy Fryer: Present

Julie Prox: Present

Amanda Stephens: Present

Present: 4, Absent: 1.

1. Call Meeting to Order/Roll Call

1.1. Pledge of Allegiance led by Central Elementary students Remi Park, Tahlia Ethridge and Paisley Delay.

2. Comments from the Public

2.1. Speakers must identify themselves.

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

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

2.4. Total time allocated to this item is thirty (30) minutes.

2.5. 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.

2.6. Speakers may not use profanity at a School Board meeting. Patrons conducting themselves in this manner may be asked to leave the meeting.

2.7. The president reserves the right to interrupt this section and move to the next item.

2.8. 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.

3. Reports to The Board

3.1. Special Recognition

3.1.1. Spartan Coin of Excellence

- OCDA JH All-State Choir Members
- Cayden Dawson, Gatorade Oklahoma Female Cross Country Athlete of the Year
- Spartan Football Seniors, Coaches, and Trainers

3.2. Superintendent's Report - Rob Miller

- COVID-19 Update
- Bond Issue Election and next steps
- Proposed Tax Increment Financing (TIF) proposals
- Legislative Update

3.3. Teaching and Learning Report - Cheryl Wilkinson

3.4. Facilities and Operations Update - Gabe Hayes

3.5. Financial Operations Report - Mike Anthony

3.6. **General Consent Agenda - Discussion, consideration and vote to approve or not to approve Items #1-11. (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 the General Consent Agenda Items #1-11 as presented. Passed with a motion by Amanda Stephens and a second by Julie Prox.

Justin
Cheatha Yea
m:

Matt
Dotson: Absent

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

3.6.1. Minutes of January 13, 2022 Regularly Scheduled Board Meeting

3.6.2. Activity Fund Summary of Accounts and Transfer Requests

3.6.3. 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

3.6.4. Approval of an additional fundraiser for the 9th Grade Center for the 2021-2022 fiscal year

3.6.5. Approval of a contract agreement with Lighthouse Electric, LLC for Security Monitoring Systems for the 2021-2022 and 2022-2023 fiscal years

3.6.6. Approval of agreements with BTC for fiber optic network internet services for Central Elementary, Central Intermediate, North Elementary, North Intermediate, High School, West Elementary and West Intermediate

3.6.7. Medical Leave - Support - North Elementary - 2/28/22 - 5/19/22

3.6.8. FMLA - Certified - North Intermediate - 2/1/22 -2/22/22

3.6.9. Medical Leave - Support - West Elem/Int - 1/5/22 - 4/1/22

3.6.10. Employment, Resignation, Retirement - Certified Personnel - per attached

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

4. Finance

4.1. Discussion, Consideration, and vote to approve or not to approve a collaboration agreement with GO for Public Schools to administer contributions for Qualified Innovative Educational Programs in Bixby Schools.

Approval of a collaboration agreement with GO for Public Schools to administer contributions for Qualified Innovative Educational Programs in Bixby Schools. Passed with a motion by Amanda Stephens and a second by Tristy Fryer.

Justin
Cheatha Yea
m:

Matt
Dotson: Absent

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

4.2. Discussion, consideration and vote to approve or not to approve a contract with Jenkins & Kemper CPA for the 2021-2022 fiscal year audit and 2022-2023 fiscal year.

Approval of a contract with Jenkins & Kemper CPA for the 2021-2022 fiscal year audit and 2022-2023 fiscal year at a cost not to exceed of \$13,700.00. Passed with a motion by Julie Prox and a second by Justin Cheatham.

Justin
Cheatha Ye
m:

Matt
Dotson: Absent

Tristy Fryer: Yea

Julie Prox: Yea

Amanda
Stephen
s: Yea

Yea: 4, Nay: 0, Absent: 1

4.3. Discussion, consideration and vote to approve or not to approve a contract with Ross Transportation for the purchase of a 2022 Model: Micro Bird by Girardin, Type-A School Bus, Series: G5, Capacity: 14 Passenger - MFSAB at a cost of \$76,664.00 to be purchased from a Special Education Grant.

Approval of a contract with Ross Transportation for the purchase of a 2022 Model: Micro Bird by Girardin, Type-A School Bus, Series: G5, Capacity: 14 Passenger - MFSAB at a cost of \$76,664.00 to be purchased from a Special Education Grant. Passed with a motion by Tristy Fryer and a second by Amanda Stephens.

Justin
Cheatha Ye
m:

Matt
Dotson: Absent

Tristy Fryer: Yea

Julie Prox: Yea

Amanda Stephens: Yea

Yea: 4, Nay: 0, Absent: 1

5. **Teaching and Learning** - No items this month.

6. **Operations**

6.1. Discussion, consideration, and vote to approve or not to approve the adoption of Policy 3137, Child Identification, Location, Screening, and Evaluation, Notice to Parents.

Approval of the adoption of Policy 3137, Child Identification, Location, Screening, and Evaluation, Notice to Parents. Passed with a motion by Amanda Stephens and a second by Julie Prox.

Justin Cheatha: Yea

Matt Dotson: Absent

Tristy Fryer: Yea

Julie Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

- 6.2. Discussion, consideration and vote to approve or not to approve an agreement with Employee Evaluations Systems, Inc. for the McREL and SEES programs for the 2022-2023 fiscal year.

Approval of an agreement with Employee Evaluations Systems, Inc. for the McREL and SEES programs for the 2022-2023 fiscal year. Passed with a motion by Julie Prox and a second by Tristy Fryer.

Justin
Cheatha Yea
m:

Matt
Dotson: Absent

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 Service agreement with Drillers F & B, LLC and the Bixby Spartan Band for concession workers at ONEOK Field.

Approval of a Service agreement with Drillers F & B, LLC and the Bixby Spartan Band for concession workers at ONEOK Field. Passed with a motion by Amanda Stephens and a second by Justin Cheatham.

Justin
Cheatha Yea
m:

Matt
Dotson: Absent

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

6.4. Discussion, consideration and vote to approve or not to approve new activity fund accounts for Central Intermediate Art and Central Intermediate Music.

Approval of two new activity fund accounts for Central Intermediate Art and Central Intermediate Music. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin
Cheatha Yea
m:

Matt
Dotson: Absent

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

- 6.5. Discussion, consideration and vote to approve or not to approve an agreement with Lighthouse Electric, LLC for the Fire Alarm Systems for the 2021-2022 and 2022-2023 fiscal years.

Approval of an agreement with Lighthouse Electric, LLC for the Fire Alarm Systems for the 2021-2022 and 2022-2023 fiscal years. Passed with a motion by Julie Prox and a second by Tristy Fryer.

Justin
Cheatha Yea
m:

Matt
Dotson: Absent

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

6.6. Discussion, consideration and vote to approve or not to approve an agreement with Zendesk for a Technology work order system for the remainder of 2021-2022 and 2022-2023 fiscal years.

Approval of an agreement with Zendesk for a Technology work order system for the remainder of 2021-2022 and 2022-2023 fiscal years at a cost of \$13,871.93. Passed with a motion by Amanda Stephens and a second by Tristy Fryer.

Justin
Cheatha Yea
m:

Matt
Dotson: Absent

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

6.7. Discussion, consideration and vote to approve or not to approve a contract with BTC for fiber optic network internet services for Middle School and East Elementary/Intermediate.

Approval of a contract with BTC for fiber optic network internet services for Middle School and East Elementary/Intermediate. Passed with a motion by Julie Prox and a second by Tristy Fryer.

Justin
Cheatha Yea
m:

Matt
Dotson: Absent

Tristy Fryer: Yea

Julie Prox: Yea

Amanda
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

6.8. 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 as presented. Passed with a motion by Amanda Stephens and a second by Justin Cheatham.

Justin
Cheatha Yea
m:

Matt
Dotson: Absent

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 4, Nay: 0, Absent: 1

7. Human Resources

7.1. Discussion, consideration and vote to approve or not to approve any resignations submitted after the agenda was posted.

8. New Business

9. Vote to adjourn

At 8:33 p.m. approval to adjourn Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin
Cheatham: Yea

Matt
Dotson: Absent

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, January 13, 2022
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. Comments from the Public

Delana Baber – Early Literacy

Janice Danforth – Communication with the Board

2.1. Speakers must identify themselves.

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

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

2.4. Total time allocated to this item is thirty (30) minutes.

2.5. 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.

2.6. Speakers may not use profanity at a School Board meeting. Patrons conducting themselves in this manner may be asked to leave the meeting.

2.7. The president reserves the right to interrupt this section and move to the next item.

2.8. 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.

3. Reports to The Board

3.1. Superintendent's Report - Rob Miller

3.1.1. COVID-19 Status Report - Update and discussion among Board members, Superintendent, and District Staff regarding COVID-19, to include current state and local data and information along with possible implications on school safety, operations, and learning during the pandemic.

3.1.2. Update on design of new High School Academic Building and Central Campus Master Plan.

3.1.3. Update on 2022 BPS Bond Campaign

3.2. Facilities and Operations Update - Gabe Hayes

3.3. Financial Operations Report - Mike Anthony

3.4. General Consent Agenda - Discussion, consideration and vote to approve or not to approve Items #1-12. (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 #1-12 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

3.4.1. Minutes of December 9, 2021 Regularly Scheduled Board Meeting

3.4.2. Activity Fund Summary of Accounts and Transfer Requests

3.4.3. 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

3.4.4. Approval of the Middle School Vocal Music request to participate in the Heartland Music Festival Competition in Branson, MO on May 7, 2022

3.4.5. Approval of the Middle School Band request to participate in the Middle School 7-8th Grade Band Performance at Silver Dollar City in Branson, MO on May 14, 2022

3.4.6. Approval of the request from BHS Vocal Music to participate in the OAKE National Honor Choir trip in Pittsburgh, PA on March 2-4, 2022

3.4.7. Approval of agreement between Bixby Public Schools and the Oklahoma Department of Education for funding support for the district's continued implementation of the Oklahoma Tiered Intervention System of Support (OTISS) for BPS students.

3.4.8. FMLA - Support - West Intermediate - 2/1/22 - 2/22/22

3.4.9. Medical Leave - Certified - High School - 2/12/22 - 5/27/22

3.4.10. Medical Leave - Support - High School - 1/17/22 - 3/7/22

3.4.11. Employment, Resignation, Retirement - Certified Personnel - per attached

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

4. Finance

4.1. Discussion of the Oklahoma Equal Opportunity Education Scholarship Act (68 O.S. §2357.206) and the potential impact on the district's funding of innovative educational programs. Discussion only. No action is required by the Board.

4.2. Discussion, consideration and vote to approve or not to approve an AIA Master Agreement with KKT Architects for the Bixby High School Track Building and Soccer Turf.

Approval of a AIA Master Agreement with KKT Architects for the Bixby High School Track Building and Soccer Turf at a rate of 6.5% of the cost. 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

4.3. Discussion, consideration and vote to approve or not to approve an AIA Master Agreement with KKT Architects for the Bixby High School Stadium Improvements.

Approval of a AIA Master Agreement with KKT Architects for the Bixby High School Stadium Improvements at a rate of 7% of the cost. 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

4.4. Discussion, consideration and vote to approve or not to approve an AIA Master Agreement with KKT Architects for the Bixby High School Athletic Building.

Approval of a AIA Master Agreement with KKT Architects for the Bixby High School Athletic Building at a rate of 6.5% of the cost. 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

4.5. Discussion, consideration and vote to approve or not to approve an AIA Master Agreement with KKT Architects for the Bixby West Elementary & Intermediate Expansion.

Approval of a AIA Master Agreement with KKT Architects for the Bixby West Elementary & Intermediate Expansion at a rate of 6.5% of the cost. 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. Operations

5.1. Discussion, consideration and vote to approve or not to approve a Consultation Contract with ACES 2020, LLC for testing services at a cost not to exceed \$5,250 for the 2021-2022 fiscal year.

Approval of a Consultation Contract with ACES 2020, LLC for testing services at a cost not to exceed \$5,250 for the 2021-2022 fiscal year. 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

5.2. Discussion, consideration, and vote to approve or not to approve revisions to Board of Education Policy 2101, Student Residency.

Approval of the revisions to Board of Education Policy 2101, Student Residency as presented. 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 not to approve revisions to Board of Education Policy 2108, Open Transfer Policy.

Approval of the revisions to Board of Education Policy 2108, Open Transfer Policy 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

6. Human Resources

6.1. Discussion, consideration and vote to approve or not to approve any resignations submitted after the agenda was posted. There were none.

7. **New Business** - In accordance with the Open Meeting Act, Title 25 O.S. § 311.A.10, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.

8. **Vote to adjourn**

At 7:56 p.m. approval to adjourn. 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

President

Vice President

Clerk

Member

Member

**2021-2022
CERTIFIED PERSONNEL**

EMPLOYMENT

Zachary Felty	English	Eff. 01/05/2022 Middle School
William Glassman	EL	Eff. 01/05/2022 High School
Lisa Harris	PE	Eff. 01/18/2022 High School
Ryan Oswald	3rd Grade	Eff. 01/10/2022 Central Elementary
Travis Patrick	Special Ed	Eff. 01/10/2022 9th Grade
Sheila Workman	Media Specialist	Eff. 01/04/2022 North Elementary

TEMPORARY CONTRACT

VIRTUAL COURSE TEACHER

RESIGNATION AGREEMENTS

Trisha Banks	Art Teacher	Eff. 12/17/2021 East Intermediate
Caitlin Cundiff	English	Eff. 12/17/2021 9th Grade Center
Katharin Evans	3rd Grade	Eff. 01/07/2022 Central Elementary
Camille Thomas	Counselor	Eff. 01/04/2022 Central Intermediate

SUPPORT PERSONNEL

EMPLOYMENT FOR THE 2021-2022 SCHOOL YEAR SUBJECT TO JOB ASSIGNMENT BY THE SUPERINTENDENT

Tori Chambers	Athletic Secretary	Eff. 01/05/2022 District Wide
Marjorie Johnson	Paraprofessional	Eff. 01/18/2022 West Elementary
Tara Judd	Driver	Eff. 01/05/2022 District Wide

TEMPORARY EMPLOYMENT

VOLUNTARY COACHING

SUPPORT PERSONNEL RESIGNATIONS

Terri Damron	FS Assistant	Eff 01/07/2022 East Elementary
Al Garcia	Bus Driver	Eff. 12/31/2021 District Wide
Talyssa McCullough	Paraprofessional	Eff. 01/17/2022 West Elementary
Clifford O'Neal	Bus Driver	Eff. 12/31/2021 District Wide

2021-2022

CERTIFIED PERSONNEL

EMPLOYMENT

Jessica Laverty	English Teacher	Eff. 01/21/2022 9th Grade Center
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TEMPORARY CONTRACT

Ron Acebo	Virtual Teacher
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VIRTUAL COURSE TEACHER

RESIGNATION AGREEMENTS

Melody Hale	2nd Grade	Eff. 05/23/2022 Central Elementary
Jessica Lawrence	Science Teacher	Eff. 01/14/2022 High School
Valerie Naiman	Science Teacher	Eff. 05/23/2022 Middle School
Mark Zumpano	English Teacher	Eff. 05/20/2022 Middle School

SUPPORT PERSONNEL

EMPLOYMENT FOR THE 2021-2022 SCHOOL YEAR

SUBJECT TO JOB ASSIGNMENT BY THE SUPERINTENDENT

Whitney Crow	Paraprofessional	Eff. 01/20/2022 High School
Acacia Ford	FS Assistant	Eff. 02/07/2022 North Elementary
Levi Keim	Paraprofessional	Eff. 01/20/2022 High School
Linda Lainhart	FS Assistant	Eff. 01/31/2022 East Elementary
Wilson Mace	Bus Driver	Eff. 01/11/2022 District Wide
Elia Munoz	FS Assistant	Eff. 02/10/2022 East Elementary
LeaAnn Smith	Playground Aide	Eff. 02/08/2022 North Intermediate
Nathan Varnell	Bus Driver	Eff. 02/08/2022 District Wide
Jordan Vermeire	Paraprofessional	Eff. 01/24/2022 West Elementary
Lynaya White	Bus Driver	Eff. 01/27/2022 District Wide

TEMPORARY EMPLOYMENT

VOLUNTARY COACHING

Caitlin Fowler	Lead Winterguard/Choreographer/Designer
Megan Howerton	Asst Winterguard/Choreographer/Designer
Darren Martin	Asst Winterguard/Choreographer/Designer
Derek Serowski	Head Volleyball Coach

**SUPPORT PERSONNEL
RESIGNATIONS**

Deanna Coberly	Receptionist	Eff. 02/18/2022 Administration
Kim Downing	Paraprofessional	Eff. 01/25/2022 East Intermediate
Helen Hemphill	Personnel Manager	Eff. 03/04/2022 Administration
Jennifer Long	FS Asst Manager	Eff. 01/31/2022 Middle School
Melinda Patterson	Bldg Secretary	Eff. 02/18/2022 East Intermediate
Ashley Platzner	Paraprofessional	Eff 01/11/2022 Central Intermediate
Debora Snyder	EL Paraprofessional	Eff. 01/11/2022 North Intermediate
Donna Stumm	Bus Driver	Eff. 01/07/2022 District Wide

TERMINATION

Jeanette Hall	Lunch Clerk	Eff. 02/07/2022 Central Elementary
Tarah Meeks	Food Service Asst.	Eff. 01/04/2022 North Intermediate

BIXBY PUBLIC SCHOOLS
PARTNER SCHOOL DISTRICT COLLABORATION AGREEMENT

This Collaboration Agreement (this “Agreement”) between GO for Public Schools (“GO”) and Bixby Public Schools (“Partner District”), on behalf of itself and the schools in the Partner District listed on Schedule A (each a “Partner School” and collectively “Partner Schools”) is effective as of this 10th day of February 2022 (“Effective Date”), and sets forth the basic principles and understandings of the parties with respect to their relationship focused on benefiting the schools and community of Bixby, Oklahoma (“Community”).

Preliminary Statements

- A. The State of Oklahoma has an education tax credit law known as the Oklahoma Equal Opportunity Education Scholarship Act (“Statute”).
- B. GO is an approved Educational Improvement Granting Organization (“EIGO”) that was formed in 2018 specifically to make the benefits of the Statute easily accessible to Oklahoma public schools and the students, families, teachers, and communities that they serve.
- C. GO operates the GO Public School Education Tax Credit Fund (“GO Fund”) to serve public schools in Oklahoma and those Oklahoma taxpayers that want to support those public schools.
- D. GO makes innovative educational programs and corresponding funding available to communities without direct cost or administrative burden and without distracting schools from their primary mission of education.
- E. GO empowers community members, both individual citizens and businesses that pay state income taxes, to invest in programs that achieve positive educational outcomes for the community while earning valuable tax benefits.
- F. GO’s proprietary approach and enabling technology make it easy for schools and their supporters to access the benefits of the education tax credit program to advance the interests of public schools and the students, families, teachers and communities they serve.

Therefore, in recognition of the mutual representations and responsibilities set forth below and for other good and valuable consideration, GO and Partner District agree as follows:

1. **GO Representations and Responsibilities.** GO makes the following representations and undertakes the following responsibilities:
 - a) GO will maintain a website, www.GOforPublicSchools.com, with detailed information about GO and the education tax credit program, including a current copy of the Statute, FAQs, a list of Partner Districts and Partner Schools, historical information about contributions and innovative educational programs funded through GO, and other relevant information.
 - b) GO will list Partner District and Partner Schools on GO’s website and inform contributors that they may designate funds to the GO for Bixby Education Tax Credit

Fund (the “GO Partner District Fund”) to be used for innovative educational programs in Partner District.

- c) GO will make the GPS technology (“GPS Application”) available as software-as-a-service to benefit Partner District and its supporters that contribute through GO.

2. Partner School District Representations and Responsibilities. Partner District makes the following representations and undertakes the following responsibilities:

- a) To review and confirm that Partner District and Partner Schools meet the requirements of the Statute to receive funds in accordance with the Statute.
- b) To engage and recruit leaders from Partner District school foundation, Partner Schools, and the civic, business, and philanthropic sectors of the Community (the “Community Partner Group”) to commit to participate actively in raising awareness of the GO Partner District Fund.

- i) Partner District will collaborate with Community Partner Group to develop and execute a written plan to use the GO Partner District Fund as a part of its strategic fundraising efforts.
- ii) Partner District and Community Partner Group will inform and educate Community members about the education tax credit program and benefits associated with contributions through the GO Partner District Fund in a manner that is consistent with GO’s overall marketing strategy and simplified and unified messaging; provided that, such information or education relating to the tax benefits shall never consist of providing tax advice to any prospective participant.
- iii) To clarify that no tax advice is being given, Partner District and Community Partner Group shall include the following disclaimer on any written materials:

This material has been prepared for informational purposes only, and is not intended to provide, and should not be relied on for, tax, legal or accounting advice. You should consult your own tax, legal and accounting advisors before engaging in any transaction.

- iv) Partner District and Community Partner Group will encourage supporters to take advantage of Oklahoma’s education tax credit program by contributing through the GO Partner District Fund to fund innovative educational programs within Partner District.
 - v) Partner District will, in a timely manner, thank those contributors who use GO to designate funds that benefit Partner District and will record that follow up process in the GPS Application as directed by GO.
- c) To collaborate with GO and Community Partner Group to:
 - i) Select, prioritize, and qualify innovative educational programs (as necessary) for GO grant funding to meet strategic educational aspirations of the Community, Partner District and Partner Schools.
 - ii) Establish an annual budget for innovative educational program funding goals for Partner District and each Partner School in the Community.

- iii) Develop efficient and replicable methods to capture quality data to evaluate outcomes produced from each innovative educational program (both quantitative and qualitative) and to report to Community and other stakeholders in a timely and transparent manner.
 - d) To provide oversight and accountability of GO grant funding and results achieved through GO innovative educational program grants by:
 - i) Developing or adopting best practices for accounting of grant funds in coordination with GO.
 - ii) Developing or adopting best practices for evaluation and reporting of outcomes from investments in Qualified Innovative Educational Programs in coordination with GO.
 - e) Partner District will designate two individuals to serve as liaisons to GO across different levels of Partner District's organization with one being a senior level administrator with strategic oversight responsibilities at Partner District (the "Primary Strategic Contact"), and one being a staff member designated to become an operational expert on and primary point of contact for GO at Partner District (the "Operational Contact"), with the names of each such person set forth on Schedule B of this Agreement.
- 3. Service Plan Selection. Partner District hereby affirms its selection of the Advanced service plan as described on Exhibit A, including the initial term and fee components relating to such plan.
- 4. Fees. The overall fee for providing services through GO to benefit Partner District, Community Partner Group and contributors consists of the following three components:
 - a) Initial Fee, due and payable from Partner District upon signing of this Agreement;
 - b) Maintenance Fee, due and payable from Partner District on January 31 of each year during the Term following the Effective Date of this Agreement; and
 - c) Percentage Fee, due and payable in arrears from Partner District directly out of funds collected through GO Partner District Fund within 15 days of GO certifying the amount of annual gross contributions received through the GO Partner District Fund for the prior calendar year in January of each calendar year.

The amount of each such fee shall be determined based upon the service plan selected by Partner District in Section 3. Payment of the Initial Fee and Maintenance Fee shall be made by Partner District directly to GO Power Schools, LLC, as proprietor of the GPS Application.

- 5. Term. This Agreement shall continue in force and effect for a period of at least two years from the Effective Date until December 31 of the Contract Term Year, as determined in accordance with the service plan selected by Partner District (such December 31 date referred to as the "Termination Date") and shall be automatically renewed for successive one-year terms thereafter unless written notice of non-renewal is given by Partner District to GO at least 180 days prior to the end of the then current term.
- 6. Exclusivity. During the term of this Agreement, Partner District agrees to use GO as its exclusive partner in accessing the resources available to Partner District and Partner Schools

through the Statute and in making the tax benefits available through the Statute accessible to Community members.

7. Confidentiality and Non-Disclosure. GO seeks to create an environment of transparency and collaboration with Partner District, Partner Schools, and members of the Community Partner Group and each of their representatives so that GO can serve the interests of Partner District, Partner Schools, and the Community, while also promoting and elevating the value of the shared and overlapping mission of public schools across Oklahoma.

Partner District, Partner Schools and Community Partner Group (each a “Recipient” and collectively “Recipients”) will be privy to and receive significant confidential and proprietary information of GO and its affiliates and the GPS Application (collectively, “Confidential Information”), including information, materials and documents marked as confidential or reasonably to be known as confidential in light of the circumstances, the terms of this Agreement, contributor and contribution data, grant data, other such information relating to GO’s strategies, tactics, techniques, processes, procedures and know-how for delivering services in conformance to the Statute to various stakeholders including Partner District, Partner Schools, Community Partner Group, contributors, students and families, teachers, administrators and legislators. To the extent permissible by applicable law, including the Oklahoma Open Records Act and the Oklahoma Open Meeting Act, each Recipient shall maintain the confidentiality of all Confidential Information disclosed as a result of this relationship, including specifically such Confidential Information relating to GO’s proprietary approach for providing services through the software known as the GPS Application, and shall not disclose any such Confidential Information to anyone other than representatives of Recipient with a need-to-know; provided that, such individuals also agree to maintain all such Confidential Information in strict confidence.

If any Recipient or any of their representatives or affiliates is requested or required to disclose any Confidential Information, such Recipient will promptly notify GO of such request or requirement prior to providing such information so that GO may waive compliance with the provisions of this Agreement, unless such request is pursuant to the Oklahoma Open Meeting Act where such waiver is inapplicable, seek a protective order or take any other action. Recipients shall cooperate with GO with respect to any reasonable request to obtain such order or other assurance aimed at protecting Confidential Information.

8. Communication. GO and Partner District agree that it is in their mutual interest to communicate regularly and candidly and therefore commit to establishing an annual communication plan and schedule. Communications between Partner District and GO shall primarily be directed through the persons designated on Schedule B of this Agreement.

9. Dispute Resolution. Although good communication processes and strategies and an investment of time in developing the relationship between GO and Partner District should avoid any significant disputes from occurring, any disagreement or dispute between GO and Partner District that has not been addressed to the satisfaction of GO or Partner District by informal discussion shall first be raised by sending a written summary of the issues and proposed resolution (the “Initial Dispute Notice”) by U.S. Mail or acknowledged electronic or hand delivery directed to the Operational Contact for consideration, discussion and resolution. If such disagreement or dispute has not been resolved within 30 days after the date of delivery of the Initial Dispute Notice, either party may elevate such disagreement or dispute to the Primary

Strategic Contact by sending a written summary of the issues and proposed resolution (the “Elevated Dispute Notice”) by U.S. Mail or acknowledged hand delivery. If such dispute or disagreement is still not resolved within 30 days after the date of delivery of the Elevated Dispute Notice, then authorized representatives of Partner District shall meet with representatives of GO to consider the issues and proposed resolution and either agree on a mutually acceptable resolution or agree to modify the relationship between GO and Partner District in a manner acceptable to both parties.

10. Governing Law. If legal interpretation of this Agreement is required under any circumstances, the Agreement shall be governed under the law of the State of Oklahoma.

#

(signature page follows)

This Agreement is executed effective as of the date first set forth above.

“GO”

GO for Great Schools, Inc.
dba GO for Public Schools

By: Mark J. Ross
Name: Mark J. Ross
Title: Chief Catalyst
Date: 2/10/2022

“Partner District”

Bixby Public Schools
on behalf of itself and each Partner School

By: _____
Name:
Title:
Date:

BIXBY PUBLIC SCHOOLS
GO for Bixby Education Tax Credit Fund
Signature Page for any Members of the Community Partner Group

This Agreement (and specifically the confidentiality provisions set forth in Section 4) is acknowledged and agreed to by the following as a member of the Community Partner Group.

“Community Partner Group”

Bixby Educational Endowment Foundation
(Public School Foundation)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

An official representative of Partner District should sign this form, scan to PDF, and send the PDF by email to info@GOforPublicSchools.com and the original by mail to:

GO for Public Schools
PO Box 52820
Tulsa, OK 74152

The GO Authorized Representative will countersign and return a copy of the signed agreement to Partner District by email.

EXHIBIT A

Service Plan Categories and Options

Description and Summary of Key Terms

Service Plan Categories:

Essential - Common Online Contribution Portal and Paper Contribution Option

- Online contribution commitments and payments flow through a common portal accessible from GO's website at www.GOforPublicSchools.com.
- Search required for Partner District.
- Option for paper contribution forms to be mailed to GO's mailing address.

Advanced - Custom Marketing and Contribution Package

- Custom GO launch page for Partner District.
- Custom GO contribution page for Partner District within the GPS Application.
- Option for custom paper contribution forms to be mailed to GO's mailing address or collected by Partner District in batches and delivered by mail to GO.

Summary of Key Terms for each Plan Option:

Category		Essential	Advanced
		(A)	(B)
Plan Name		Essential	Advanced
Initial Term		2 years	2 years
Contract Term Year		2024	2024
Initial Fee		\$1,000	\$3,000
Maintenance Fee		\$500	\$1,000
Annual Contribution Threshold <i>based on Partner District Size</i>		\$500,000	
Percentage Fee	2022	10%	10%
<i>* reduced Percentage Fee assumes Partner District maintains contractual relationship with GO and meets the established Annual Contribution Threshold</i>	2023	9.5%	9%
	2024	9.0%	8%
	2025	8.5%	7%
	2026	8.0%	6%
	2027	7.5%	6%

EXHIBIT B

**School District Category
Size based on actual number of enrolled students
for the most recently completed school year**

(as of 1/1/2022)

Category	Size	Annual Contribution Threshold	Count	Examples
Mega	20,000 or more	\$1,500,000	4	Tulsa, OKC, Edmond, Moore
Extra Large	10,000 to 20,000	\$1,000,000	8	Putnam City, Broken Arrow, Norman, Union, Lawton, Midwest City, Jenks, Mustang
Large	5,000 to 10,000	\$500,000	11	Owasso, Yukon, Enid, Stillwater, Bartlesville, Muskogee, Bixby, Choctaw-Nicomoma Park, Deer Creek, Sand Springs, Ponca City
Medium	1,000 to 5,000	\$250,000	108	Claremore, Sapulpa, ... Shawnee, Duncan, Tahlequah, Coweta, McAlester, Ardmore, Pryor, Collinsville, Glenpool, Ada, Skiatook, Grove, Catoosa, Fort Gibson, Oologah-Talala, Bristow, Checotah, Verdigris, Berryhill, Idabel, ... Holdenville, Kellyville, Alva
Small	0 to 1,000	\$100,000	383	Tishomingo, Nowata, Hennessey, Lone Star, Choteau-Mazie, Luther, Okemah, Newkirk, Stroud, Watonga, Sayre, Ketchum, Mounds, Drumright, Barnsdall, Okarche, Okeene, Tenkiller, ... Straight

EXHIBIT C

Summary of Contribution Process

To the extent possible while still maintaining compliance with the Statute, when the GO Fund receives a contribution designating Partner District, GO will allocate such contribution to fund Qualified Innovative Educational Programs at Partner District net of the following amounts: (a) any credit card or other processing fees associated with the contribution, (b) the Reserved Amount (as defined below) to make certain that any GO fees are paid.

“Reserved Amount” means the portion of each GO contribution that is reserved to pay GO fees allocable to Partner District that are not otherwise covered. The Reserved Amount is calculated by multiplying a percentage established by the GO Board (the “Reserved Percentage”) by the gross contribution amount. The Reserved Percentage is currently 10% and will never exceed 10%.

BACKGROUND:

By Statute, GO is currently allowed to use up to 10% of contributions to cover expenses; however, since inception GO has been developed and managed to prioritize efficiency and value so a greater portion of each contribution can go to fund innovative educational programs. Furthermore, GO has committed to bringing the Percentage Fee assessed to Partner Districts down over time as the scale of contributions increases.

SCHEDULE A

Partner District and Partner Schools

Partner District	Partner Schools
<p>_____</p> <p>NCES District ID: _____</p> <p>State District ID: _____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p>	<p>_____</p> <p>NCES School ID: _____</p> <p>State School ID: _____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>_____</p> <p>NCES School ID: _____</p> <p>State School ID: _____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>_____</p> <p>NCES School ID: _____</p> <p>State School ID: _____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>_____</p> <p>NCES School ID: _____</p> <p>State School ID: _____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p>

SCHEDULE B
Contacts for Communication

For Partner District and Partner Schools:

1. Primary Strategic Contact

Name: _____
Address: _____

Phone: _____
Email: _____

2. Operational Contact

Name: _____
Address: _____

Phone: _____
Email: _____

For GO:

GO for Public Schools
ATTN: School Relationship Advocate
PO Box 52820
Tulsa, OK 74152