

Bixby Board of Education Regular Meeting
Monday, June 6, 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: Present

Tristy Fryer: Absent

Julie Prox: Absent

Amanda Stephens: Present

Present: 3, Absent: 2.

1. Call Meeting to Order/Roll Call

2. Comments from the Public - John Landucci addressed the Board in regard to teaching and sub policy

2.1. Speakers must identify themselves.

2.2. Each Speaker is given a maximum of three (3) minutes. To ensure fairness for all speakers, this timeline will be strictly enforced. The Board clerk will notify the speaker when they have 30 seconds left. Speakers are expected to end their remarks immediately when the time limit is reached.

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

4. **General Consent Agenda - Discussion, consideration and vote to approve or not to approve Items #1-26. (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 #1-26 as presented excluding Item 4.9 was tabled. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatham: Yea

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie Prox: Absent

Amanda
Stephens: Yea

Yea: 3, Nay: 0, Absent: 2

4.1. Minutes of May 9, 2022 Regularly Scheduled Board Meeting

4.2. Activity Fund Summary of Accounts and Transfer Requests

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

4.4. Renewal of appointment of Sherry McIntyre as School District Treasurer and Minutes Clerk for the 2022-2023 fiscal year

4.5. Renewal of appointment of Melinda Weig as Assistant District Treasurer and Activity Fund Custodian for the 2022-2023 fiscal year

- 4.6. Renewal of appointment of Maricela Hanseth as Encumbrance Clerk and Deputy Clerk of the Board for the 2022-2023 fiscal year
- 4.7. Renewal of Michelle Atkinson as Deputy Encumbrance Clerk and Deputy Minutes Clerk for the 2022-2023 fiscal year
- 4.8. Renewal of appointment of Debbie Hauser as Deputy Activity Fund Custodian for the 2022-2023 fiscal year
- 4.9. Renewal of school picture contracts with Legacy Studios, Jostens and Ruth Kelly Studio for the 2022-2023 fiscal year
- 4.10. Renewal of yearbook contracts with Jostens for the 2022-2023 fiscal year
- 4.11. Approval of a one year license with GoGuardian at a cost of \$34,958.00
- 4.12. Approval of an E-rate Contract with CRW Consulting E-rate Services, LLC for the 2022-2023 fiscal year
- 4.13. Approval of the Imperial Vending Contract for the 2022-2023 fiscal year
- 4.14. Approval of Speech and Debates request to attend the 2022 National Speech and Debate Association National Tournament in Louisville, Kentucky on June 11-17, 2022
- 4.15. Approval of an agreement with Liberty University, Inc. for Student Clinical /Occupational Experience for the 2022-2023 fiscal year
- 4.16. Approval of an agreement with Northeastern State University for Teacher Education Program for the 2022-2023 fiscal year
- 4.17. Approval of a Memorandum of Understanding with Tulsa University for Classroom Student Teachers for the 2022-2023 fiscal year
- 4.18. Approval of a Memorandum of Understanding with Oklahoma State University for Field Clinical Experiences for PEU students for the 2022-2023 fiscal year
- 4.19. Approval of Great Expectations Proposal for Coaching Days for the 2022-2023 fiscal year
- 4.20. Approval of a Memorandum of Understanding with Oklahoma State University Institute of Technology for the 2022-2023 fiscal year
- 4.21. Approval of a Site-Based Learning Affiliation Agreement with Capella University for the 2022-2023 fiscal year
- 4.22. FMLA - Certified - North Elementary - 7/21/22-9/23/22
- 4.23. FMLA - Certified - North Intermediate - 7/13/22-8/29/22

4.24. Medical Extension - Support - West Elementary - 5/14/22-5/19/22

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

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

5. **Finance**

5.1. Consider adoption of a Resolution approving and affirming a Ground Lease and a Lease/Purchase Agreement and authorizing the execution of the same; authorizing employment of School District Counsel, Financial Advisor and Bond Counsel pertaining to financing; and authorizing School District officials to execute any and all necessary documents in connection with the aforementioned transactions.

Approval of a Resolution approving and affirming a Ground Lease and a Lease/Purchase Agreement and authorizing the execution of the same; authorizing employment of School District Counsel, Financial Advisor and Bond Counsel pertaining to financing; and authorizing School District officials to execute any and all necessary documents in connection with the aforementioned transactions. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

- 5.2. Discussion, consideration and vote to approve or not to approve General Liability, Education Leaders Liability, Property and Casualty Insurance agreements for the 2022-2023 fiscal year.

Approval of General Liability, Education Leaders Liability, Property and Casualty Insurance agreements for the 2022-2023 fiscal year with BancFirst at a cost of \$771,464.00. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

- 5.3. Discussion, consideration and vote to approve or not to approve the Workers' Compensation Insurance for the 2022-2023 fiscal year.

Approval of the Workers' Compensation Insurance for the 2022-2023 fiscal year at a cost of \$123,000.00. Passed with a motion by Amanda Stephens and a second by Matt Dotson.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

- 5.4. Discussion, consideration and vote to approve or not to approve a contract with Oklahoma Energy Source, LLC (OKES) for Natural Gas Sales for the 2022-2023 fiscal year.

Approval of a contract with Oklahoma Energy Source, LLC (OKES) for Natural Gas Sales for the 2022-2023 fiscal year at a cost of \$. Passed with a motion by Matt Dotson and a second by Justin Cheatham.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

5.5. Discussion, consideration and vote to approve or not to approve a Form 307 for Child Nutrition Fund appropriation increase.

Approval of a Form 307 for Child Nutrition Fund appropriation increase. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

6. Teaching and Learning

6.1. Discussion, consideration and vote to approve or not to approve an agreement with Crystal Whelan, Payne Education Center for tutoring services for the 2022-2023 fiscal year.

Approval of an agreement with Crystal Whelan, Payne Education Center for tutoring services for the 2022-2023 fiscal year. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

6.2. Discussion, consideration and vote to approve or not to approve an agreement with Imagine Learning for the 2022-2023 fiscal year at a cost of \$47,750.00.

Approval of an agreement with Imagine Learning for the 2022-2023 fiscal year at a cost of \$47,750.00. Passed with a motion by Amanda Stephens and a second by Matt Dotson.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

6.3. Discussion, consideration and vote to approve or not to approve a contract with IXL for the 2022-2023 fiscal year at a cost of \$61,352.00.

Approval of a contract with IXL for the 2022-2023 fiscal year at a cost of \$61,352.00. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy Fryer: Absent

Julie Prox: Absent

Amanda Stephens: Yea

Yea: 3, Nay: 0, Absent: 2

6.4. Discussion, consideration and vote to approve or not to approve a contract with Amira for the 2022-2023 fiscal year at a cost of \$44,700.00 to be paid from RSA Funds.

Approval of a contract with Amira for the 2022-2023 fiscal year at a cost not to exceed of \$44,700.00 to be paid from RSA Funds. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin Cheatha: Yea

Matt Dotson: Yea

Tristy Fryer: Absent

Julie Prox: Absent

Amanda: Yea

Stephen
s:

Yea: 3, Nay: 0, Absent: 2

- 6.5. Discussion, consideration and vote to approve or not to approve an agreement with Edpuzzle for the 2022-2023 fiscal year at a cost of \$16,875.00 paid from the 1:1 Activity Fund.

Approval of an agreement with Edpuzzle for the 2022-2023 fiscal year at a cost of \$16,875.00 paid from the 1:1 Activity Fund. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

- 6.6. Discussion, consideration and vote to approve or not to approve an annual subscription license with MobileMind for the 2022-2023 fiscal year at a cost of \$10,500.00 paid from the 1:1 Activity Fund.

Approval of an annual subscription license with MobileMind for the 2022-2023 fiscal year at a cost of \$10,500.00 paid from the 1:1 Activity Fund. Passed with a motion by Amanda Stephens and a second by Justin Cheatham.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

6.7. Discussion, consideration and vote to approve or not to approve a Memorandum of Understanding with Junior Achievement for the 2022-2023 fiscal year.

Approval of a Memorandum of Understanding with Junior Achievement for the 2022-2023 fiscal year. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

6.8. Review of the ARP ESSER III - Safe Return 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 a change to the BPS bell schedule for 2022-2023.

Approval of a change to the BPS bell schedule for 2022-2023. Passed with a motion by Amanda Stephens and a second by Matt Dotson.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

7.2. Discussion, consideration and vote to approve or not to approve Activity Fundraisers for the 2022-2023 fiscal year.

Approval of the Activity Fundraisers for the 2022-2023 fiscal year. Passed with a motion by Matt Dotson and a second by Justin Cheatham.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

7.3. Discussion, consideration and vote to approve or not to approve revised Policy 2108 Transfer Policy, including updated capacity limits for all grades.

Approval of the revised Policy 2108 Transfer Policy, including updated capacity limits for all grades. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amanda
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

7.4. Discussion, consideration and vote to approve or not to approve an Addendum to the YWCA agreement for the 2022-2023 fiscal year.

Approval of an Addendum to the YWCA agreement for the 2022-2023 fiscal year. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amanda
Stephens: Yea

Yea: 3, Nay: 0, Absent: 2

7.5. Discussion, consideration and vote to approve or not to approve Bixby Public Schools Open Transfer List for the 2022-2023 fiscal year.

Approval of the Bixby Public Schools Open Transfer List for the 2022-2023 fiscal year. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha
M: Yea

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

7.6. Discussion, consideration and vote to approve or not to approve the lowest responsible bidder for elevator maintenance for the 2022-2023 fiscal year.

Approval of Kone as the lowest responsible bidder for elevator maintenance for the 2022-2023 fiscal year. Passed with a motion by Matt Dotson and a second by Justin Cheatham.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

7.7. Discussion, consideration and vote to approve or not to approve Security Services agreement with Jarvis Inc. at a cost of \$25.09 per hour and \$37.64 per hour on recognized holidays for the 2022-2023 fiscal year.

Approval of a Security Services agreement with Jarvis Inc. at a cost of \$25.09 per hour and \$37.64 per hour on recognized holidays for the 2022-2023 fiscal year. Passed with a motion by Matt Dotson and a second by Justin Cheatham.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

7.8. Discussion, consideration and vote to approve or not to approve a custodial contract with We Clean 4-U for the 2022-2023 fiscal year.

Approval of a custodial contract with We Clean 4-U for the 2022-2023 fiscal year in the amount of \$139,000.00 and \$35,000.00 for the day porter for ten months. Passed with a motion by Amanda Stephens and a second by Justin Cheatham.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

7.9. 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 surplus to be disposed of in accordance with the State Laws of Oklahoma. Passed with a motion by Justin Cheatham and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

8. Human Resources

8.1. Discussion, consideration and vote to approve or not to approve the Superintendent's Contract for the 2022-2023 fiscal year.

Approval of the Superintendent's Contract for the 2022-2023 fiscal year. Passed with a motion by Amanda Stephens and a second by Justin Cheatham.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

8.2. Discussion, consideration and vote to approve or not to approve the new Bixby High School Principal.

Approval of Mickey Replogle as the new Bixby High School Principal. Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

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

Roxanne Hammontree Passed with a motion by Matt Dotson and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie
Prox: Absent

Amand
a
Stephen Yea
s:

Yea: 3, Nay: 0, Absent: 2

9. New Business

10. Vote to adjourn

At p.m. approval of adjourning Passed with a motion by Amanda Stephens and a second by Justin Cheatham.

Justin
Cheatham: Yea

Matt
Dotson: Yea

Tristy
Fryer: Absent

Julie Prox: Absent

Amanda
Stephens: Yea

Yea: 3, Nay: 0, Absent: 2

President

Vice President

Clerk

Member

Member

Bixby Board of Education Regular Meeting
Monday, May 9, 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** - Pledge of Allegiance led by East Intermediate students Eleri and Lowri Williams

2. Comments from the Public – 1. Joshua Maynard and 2. Linda Hays

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. Community Partner Award - Bridge the Gap (BTG) and Bixby Education Endowment Foundation (BEEF)

3.1.2. Spartan Spirit Award - BHS *Be WELL* students

2022 State Superintendent's Award for Arts Excellence - Kate Quiroz Medina and Alexia Sullivan (unable to attend last month)

3.1.3. Spartan Courage Award - BHS students Brody Duffle and Joey Toma

3.2. Superintendent's Report - Rob Miller

Jamie Milligan and Jessica Jernigan honored Rob Miller and Lydia Wilson for their selection as District 5 Superintendent and Associate Superintendent of the year

Approval to return to Comments from the Public section for Linda Hays to address the board. Passed with a motion by Justin Cheatham 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

3.3. Teaching and Learning Report - Cheryl Wilkinson and Sherri McMillan

3.4. Facilities and Operations Update - Gabe Hayes

3.5. Financial Operations Report - Mike Anthony

4. General Consent Agenda - Discussion, consideration and vote to approve or not to approve Items #1-17. (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 #1-17 as presented 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: Yea
Yea: 5, Nay: 0

- 4.1. Minutes of April 14, 2022 Regularly Scheduled Board Meeting
- 4.2. Minutes of April 21, 2022 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 an agreement with PrepPlus LLC for ACT preparation classes for the 2022-2023 fiscal year
- 4.6. Approval of a Memorandum of Understanding with The Bridges Foundation for the 2022-2023 fiscal year
- 4.7. Approval of an Addendum to Extend Agreement with ESS South Central, LLC for the 2022-2023 fiscal year
- 4.8. Approval of a Memorandum of Understanding with The Tristesse Grief Center, Inc. for the 2022-2023 fiscal year
- 4.9. Approval of an Agreement with the Tulsa City-County Health Department for the 2022-2023 fiscal year
- 4.10. FMLA - Certified - West Intermediate - 5/10/22-5/23/22
- 4.11. Leave Extension - Certified - Middle School - 4/23/22-6/3/22
- 4.12. FMLA - Support - Athletics - 4/18/22-4/26/22
- 4.13. Leave of Absence - Certified - North Elementary - 22-23 school year
- 4.14. Leave of Absence - Certified - West Elementary - 22-23 school year
- 4.15. FMLA - Support - High School - 5/9/22-5/20/22
- 4.16. Employment, Resignation, Retirement - Certified Personnel - per attached
- 4.17. Employment, Resignation, Retirement - Support Personnel - per attached

5. Finance

5.1. Discussion, consideration and vote to approve or not to approve closing the BHS Drama Booster Club activity fund account (920-902) and transferring the balance of \$1,334.00 to the BHS Drama activity fund account (935-942).

Approval of closing the BHS Drama Booster Club activity fund account (920-902) and transferring the balance of \$1,334.00 to the BHS Drama activity fund account (935-942). 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

5.2. Discussion, consideration and vote to approve or not to approve an agreement with the Bixby Chamber of Commerce for live-streaming of Bixby Football Games for the 2022-2023 season.

Approval of an agreement with the Bixby Chamber of Commerce for live-streaming of Bixby Football Games for the 2022-2023 season. 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

5.3. Discussion, consideration and vote to approve or not to approve an agreement with Advanced Orthopedics of Oklahoma, PLLC for advertising rights for the 2022-2023 fiscal year.

Approval of an agreement with Advanced Orthopedics of Oklahoma, PLLC for advertising rights for the 2022-2023 fiscal year Passed with a motion by Matt Dotson 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

5.4. Discussion, consideration and vote to approve or not to approve a Facilities Use Agreement with The University of Tulsa for use of H.A. Chapman Stadium.

Approval of a Facilities Use Agreement with The University of Tulsa for use of H.A. Chapman Stadium. 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. Teaching and Learning

6.1. Discussion, consideration and vote to approve or not to approve a Memorandum of Understanding with Horizon: Digitally Enhanced Campus for the 2022-2023 fiscal year.

Approval of tabling this item. 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

6.2. Discussion, consideration and vote to approve or not to approve an agreement with Instructure for the 2022-2023 fiscal year at a cost of \$38,770.00.

Approval of an agreement with Instructure for the 2022-2023 fiscal year at a cost of \$38,770.00. 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

6.3. Discussion, consideration and vote to approve or not to approve an agreement with Conscious Discipline for training services for the 2022-2023 fiscal year at a cost of \$16,360.00.

Approval of an agreement with Conscious Discipline for training services for the 2022-2023 fiscal year at a cost of \$16,360.00. 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

7. Operations

7.1. Discussion, motion and possible action to approve or not to approve entry into an agreement with the Cooperative Council for Oklahoma School Administration (CCOSA) to participate in the CCOSA District Level Services Program for the 2022-23 fiscal year at a cost of \$2,500.00.

Approval of entering into an agreement with the Cooperative Council for Oklahoma School Administration (CCOSA) to participate in the CCOSA District Level Services Program for the 2022-23 fiscal year at a cost of \$2,500.00. Passed with a motion by Matt Dotson 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

7.2. Discussion, consideration and vote to approve or not to approve an agreement with OSSBA Employment Services Program for the 2022-2023 fiscal year at a cost of \$7.00 per employee.

Approval of an agreement with OSSBA Employment Services Program for the 2022-2023 fiscal year at a cost of \$7.00 per employee. 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

7.3. Discussion, consideration and vote to approve or not to approve agreements with OSSBA for the 2022-2023 fiscal year for the following services: School Membership Dues, Policy Maintenance Services, Superintendent Evaluation Tools and Assemble Agenda Services for a total cost of \$6,015.00.

Approval of agreements with OSSBA for the 2022-2023 fiscal year for the following services: School Membership Dues, Policy Maintenance Services, Superintendent Evaluation Tools and Assemble Agenda Services for a total cost of \$6,015.00. 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

7.4. Discussion, consideration and vote to approve or not to approve the appointment of a member of the Bixby Public Schools Board of Education as an OSSBA Legislative Liaison for the 2022-2023 fiscal year.

Approval of the appointment of Tristy Fryer as the BPS Board OSSBA Legislative Liaison for the 2022-2023 fiscal year. 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

7.5. Discussion, consideration and vote to approve or not to approve the renewal of an agreement with PowerSchool for the 2022-2023 fiscal year at a cost of \$110,146.02.

Approval of the renewal of an agreement with PowerSchool for the 2022-2023 fiscal year at a cost of \$110,146.02. 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 revised Policy 2108 Transfer Policy.

Approval of revised Policy 2108 Transfer Policy. 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

7.7. Discussion, consideration and vote to approve or not to approve the lowest responsible bidder for pest control services for the 2022-2023 fiscal year.

Approval of Superior Pest Control as the lowest responsible bidder for pest control services for the 2022-2023 fiscal year at a cost of \$1,495 per month. 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

7.8. Discussion, consideration and vote to approve or not to approve the lowest responsible bidders for painting services for the 2022-2023 fiscal year.

Approval of SB Custom Painting, Universal Painting and Fischer Painting as the lowest responsible bidders for painting services for the 2022-2023 fiscal year. Passed with a motion by Justin Cheatham 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 waste control services for the 2022-2023 fiscal year.

Approval of American Waste as the lowest responsible bidder for waste control services for the 2022-2023 fiscal year. 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

7.10. Discussion, consideration and vote to approve or not to approve declaring items as surplus to be disposed of in accordance to Oklahoma Statutes.

Approval of declaring items as surplus to be disposed of in accordance to Oklahoma Statutes as presented. Passed with a motion by Tristy Fryer 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

8. Executive Session

8.1. Discussion, consideration and vote to go or not to go into executive session to discuss the employment of Support Personnel and Head Athletic Coaches, subject to assignment by the Superintendent for the 2022-2023 fiscal year per Attachments "A" and "B", respectively 25 O.S. Sec. 307 (B)(1)(7)).

At 7:57 p.m. approval of going into Executive Session to discuss the employment of Support Personnel and Head Athletic Coaches, subject to assignment by the Superintendent for the 2022-2023 fiscal year per Attachments "A" and "B", respectively 25 O.S. Sec. 307 (B)(1)(7)). 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

8.2. Vote to acknowledge return to open session.

At 8:31p.m. approval of returning to open session. Passed with a motion by Julie Prox 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

8.3. Statement by Board president of executive session minutes.

9. Human Resources

9.1. Discussion, consideration and vote to approve or not to approve the employment of Support Personnel subject to assignment by the Superintendent for the 2022-2023 fiscal year per Attachment "A".

Approval of the employment of Support Personnel subject to assignment by the Superintendent for the 2022-2023 fiscal year per Attachment "A". 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

9.2. Discussion, consideration and vote to approve or not to approve the appointment of Head Athletic Coaches for the 2022-2023 fiscal year per Attachment "B".

Approval of the appointment of Head Athletic Coaches for the 2022-2023 fiscal year per Attachment "B". 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

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

Approval of the resignation of Sara Fitzpatrick, Child Nutrition. 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

10. New Business

11. Vote to adjourn

At 8:34 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

TEMPORARY CONTRACT

Roy Hunter	Summer School	High School	Eff. 5/24/2022
Michael Cox	Summer School	High School	Eff. 5/24/2022
Lori Heard	Summer School	High School	Eff. 5/24/2022
Kelley Rampey	Summer School	High School	Eff. 5/24/2022
Garrett Evans	Summer School	High School	Eff. 5/24/2022
Dolly Scott	Summer School	High School	Eff. 5/24/2022

VIRTUAL COURSE TEACHER

RESIGNATION AGREEMENTS

Virginia Dout	Teacher	East Elementary	Eff. 5/23/2022
Lauren Edwards	Teacher	Central Intermediate	Eff. 5/23/2022
Shanna Fletcher	Teacher	High School	Eff. 5/23/2022
Cassie Hamilton	Teacher	Middle School	Eff. 5/23/2022
Tess Henderson	Teacher	West Elementary	Eff. 5/23/2022
Sarah Pixley	Teacher	West intermediate	Eff. 5/23/2022

2022-2023 Certified Personnel

Employment

Lisa Kelley	Teacher	Central Elementary	Eff. 8/10/2022
Lee Tuboi	Teacher	High School	Eff. 8/10/2022
Rebecca Rickleman	Teacher	West Elementary	Eff. 8/10/2022

**2021-2022
SUPPORT PERSONNEL**

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

TEMPORARY EMPLOYMENT

VOLUNTARY COACHING

RESIGNATION AGREEMENTS

Eric Anderson	Transportation Director	Transportation	Eff. 6/30/2022
Kallen Armstrong	Office Assistant	East Intermediate	Eff. 5/20/2022
Sandra Beltran	EL Paraprofessional	North Elem	Eff. 6/30/2022
Lauren Carplo	Paraprofessional	West Intermediate	Eff. 4/27/2022
McKenna Eddings	Paraprofessional	Central Elem	Eff. 5/20/2022
Zachary Felty	Substitute	Middle School	Eff. 4.29/2022
Becky Harris	Technology	Technology	Eff. 6/30/2022
Brittany Leehue	Paraprofessional	North Elem.	Eff. 4/13/2022
James McNabb	Asst. Director	Transportation	Eff. 6/30/2022
Lauren McSherry	Paraprofessional	Central Elem	Eff. 5/20/2022
Michelle Nolan	Building Secretary	9th grade Center	Eff. 6/1/2022
Michael Turley	Maintenance	Maintenance	Eff. 4/21/2022

TERMINATION

Corey Tropepe	Child Nutrition	High School	Eff. 4/18/2022
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**2021-2022
CERTIFIED PERSONNEL
EMPLOYMENT**

TEMPORARY CONTRACT

Anne White	Summer School Indian Ed Tutor	High School	Eff. 5/24/2022
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RESIGNATION AGREEMENTS

Terry Adams	Principal	High School	Eff. 6/03/2022
Jay Bittle	Dean	9th Grade Center	Eff. 6/30/2022
Jordan Butler	Teacher	East Elementary	Eff. 5/23/2022
Melanie Heil	Teacher	Middle School	Eff. 5/26/2022
Tina Francis	Asst. Principal	High School	Eff. 6/14/2022
Jessica Laverty	Teacher	9th Grade Center	Eff. 5/23/2022
Michael McCormick	Teacher	Middle School	Eff. 5/23/2022
Shelly Morgan	Teacher	Middle School	Eff. 5/23/2022
Andrew Morris	Teacher	9th Grade	Eff. 5/27/2022
Doan Nguyen	Teacher	High School	Eff. 5/23/2022
Kelsey Reiter	Teacher	Middle School	Eff. 5/23/2022
Susan Swaim	Teacher	North Intermediate	Eff. 5/23/2022

Employment 2022-2023

Javier Arellano	Teacher	Middle School	Eff. 8/10/2022
Michael Berrier	Teacher	High School	Eff. 8/10/2022
Lana Bible	Teacher	West Elementary	Eff. 8/10/2022
Mitchell Bird	Teacher	9th Grade	Eff. 8/10/2022
Blane Burge	Teacher	High School	Eff. 8/10/2022
Brooklyn Collins	Teacher	North Elementary	Eff. 8/10/2022
Brandon Cross	Asst. Principal	East Intermediate	Eff. 7/13/2022
Shelby Dunavent	Teacher	Middle School	Eff. 8/10/2022
Allison Duncan	Teacher	East Elementary	Eff. 8/10/2022
Lynn Dunham	Teacher	High School	Eff. 8/10/2022
Madison Engles	Teacher	Central Elementary	Eff. 8/10/2022
Megan Forsberg	Speech Path	N Elem./N Int.	Eff. 8/10/2022
Meredith Fuller	Teacher	Middle School	Eff. 8/10/2022
William George	Teacher	High School	Eff. 8/10/2022
Spencer Gill	Teacher	9th Grade	Eff. 8/10/2022
Tori Gooding	Teacher	Central Elementary	Eff. 8/10/2022
Tara Gordon	Teacher	Middle School	Eff. 8/10/2022

Submitted to Board of Education June 6th, 2022

Employment 2022-2023 cont'd

Heidi Hansen	Teacher	High School	Eff. 8/10/2022
Crystal Ingle	Teacher	East Intermediate	Eff. 8/10/2022
Meredith James	Teacher	Middle School	Eff. 8/10/2022
Brooke Kasbaum	Teacher	North Elementary	Eff. 8/10/2022
Kacy Katibeh	Counselor	W Elem/ C Elem.	Eff. 8/10/2022
Lauren Lawson	Asst. Principal	West Intermediate	Eff. 7/13/2022
Amy Lonsdale	Teacher	East Intermediate	Eff. 8/10/2022
Skylar Marlow-Fuson	Teacher	Middle School	Eff. 8/10/2022
Angela Martin	Teacher	East Intermediate	Eff. 8/10/2022
Rebecca Mason	Teacher	Central Elementary	Eff. 8/10/2022
Dion Mattox	Teacher	High School	Eff. 8/10/2022
Bobby McBride	Asst. Principal	9th Grade Center	Eff. 7/13/2022
David Meyer	Teacher	High School	Eff. 8/10/2022
Nicole Mullins	Teacher	Middle School	Eff. 8/10/2022
Melodie Pearse	Teacher	North Elementary	Eff. 8/10/2022
Megan Robinson	Teacher	West Elementary	Eff. 8/10/2022
Ethan Roe	Teacher	9th Grade	Eff. 8/10/2022
John Schutte	Teacher	Middle School	Eff. 8/10/2022
Heather Six	Teacher	East Intermediate	Eff. 8/10/2022
Kara Sloat	Teacher	West Elementary	Eff. 8/10/2022
Susan Still	Teacher	West Elementary	Eff. 8/10/2022
Hailee Speir	Teacher	West Elementary	Eff. 8/10/2022
Jonothan Sutmiller	Teacher	Middle School	Eff. 8/10/2022
Heather Thatcher	Teacher	High School	Eff. 8/10/2022
Sierra Thompson	Ed Tech Spec	District	Eff. 8/10/2022
Lee Tuboi	Teacher	Middle School	Eff. 8/10/2022
Maici Turner	Speech Path	N Elem./N Int.	Eff. 8/10/2022
Stacie Vernier	Teacher	9th Grade Center	Eff. 8/10/2022
Renata Walshak	Teacher	Middle School	Eff. 8/10/2022
Jacqueline Walters	Teacher	West Intermediate	Eff. 8/10/2022
April Weller	Teacher	North Intermediate	Eff. 8/10/2022
Whitney Winn	Teacher	East Elementary	Eff. 8/10/2022
Sandra Wright	Speech Path	Middle School	Eff. 8/10/2022

2021-2022 SUPPORT PERSONNEL

EMPLOYMENT FOR THE 2021-2022 SCHOOL YEAR

SUBJECT TO JOB ASSIGNMENT BY THE SUPERINTENDENT

TEMPORARY EMPLOYMENT

Zachary Coats	Spartan Charge Tech	High School	Eff. 5/24/2022
Katherine Moeller	Spartan Charge Tech	High School	Eff. 5/24/2022
Josephine Pyle	Spartan Charge Tech	High School	Eff. 5/24/2022
Ellie Scott	Spartan Charge Tech	High School	Eff. 5/24/2022

RESIGNATION AGREEMENTS

Allison Streck	Recess Aide	West Intermediate	Eff. 5/19/2022
Jeanette Whitfield	Child Nutrition	North Elementary	Eff. 5/23/2022
Jerri Morris	Child Nutrition	North Elementary	Eff. 5/23/2022
Jonathan Curson	Custodian	Central Intermediate	Eff. 5/23/2022
Madonna Hartman	Paraprofessional	Central Elementary	Eff. 5/19/2022
Onis Pankey	Athletic Facilities	Athletics	Eff. 6/30/2022
Allison Streck	Recess Aide	West Intermediate	Eff. 5/19/2022
Jill Thurlby	Secretary	West Elementary	Eff. 6/01/2022
Kimberley Haithcock	CN Asst. Mgr.	Middle School	Eff. 5/31/2022
Kayla Vega	Paraprofessional	East Intermediate	Eff. 5/19/2022
Donovan Nichols	Cust. Supervisor	Maintenance	Eff. 5/23/2022

REHIRE

Brenda Booth	Child Nutrition	To be Assigned	Eff. 7/1/2022
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EMPLOYMENT 2021-2022

Joe Russell	Custodian	Maintenance	Eff. 5/24/2022
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EMPLOYMENT 2022-2023

Ashley Alaniz	Secretary	East Intermediate	Eff. 7/20/2022
Monica Boler	Paraprofessional	Central Intermediate	Eff. 8/15/2022
Jacob Darr	Behavior Tech	Middle School	Eff. 8/15/2022
Hannah George	Paraprofessional	Middle School	Eff. 8/15/2022
Jeana Madden	2hr Recess Aide	North Intermediate	Eff. 8/15/2022
Shannon McCoy	Paraprofessional	Central Intermediate	Eff. 8/15/2022
Diana Robles	Paraprofessional	North Intermediate	Eff. 8/15/2022
LeaAnn Smith	Paraprofessional	North Intermediate	Eff. 8/15/2022
Caroline Upthegrove	Paraprofessional	Middle School	Eff. 8/15/2022
Kelli Votruba	Paraprofessional	North Elementary	Eff. 8/15/2022
Parina Welch	Paraprofessional	West Intermediate	Eff. 8/15/2022

Submitted to the Board of Education: June 6th, 2022



Bixby Public Schools

2022-2023

COVID-19 Protocols & Procedures

BIXBY

Home of the Spartans

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INTRODUCTION

The procedures and protocols contained in this plan are designed to support continued in-person learning at Bixby Schools while reducing the potential impact of the COVID-19 virus and remaining in compliance with state law. **Regular adjustments will be made to this plan based on updated information provided by state and local health agencies as well as local factors which may arise after the resumption of school operations.**

~~Throughout the 20-21 school year and continuing into 21-22, t~~The BPS COVID Response Team including representatives from all of the district's stakeholder groups evaluated recommendations from the education, medical, and public health sectors. The goal has been and will continue to be to create and maintain effective, flexible, and developmentally appropriate practices that will align with [guidance provided by the American Academy of Pediatricians](#): *"All policy considerations for the coming school year should start with a goal of having students physically present in school."*

A host of reasons support the AAP's recommendation, from the importance of in-person learning to the potentially damaging impacts of social isolation, emotional trauma, and other adverse conditions on children and adolescents. In forming its recommendations, the AAP states that, *"the preponderance of evidence indicates that children and adolescents are less likely to be symptomatic and less likely to have severe disease resulting from SARS-CoV-2 infection. In addition, children may be less likely to become infected and to spread infection."* Therefore, the organization concludes that policies to mitigate the spread of COVID-19 within schools must be balanced with the known harms to children, adolescents, families, and the community by keeping children at home. In the organization's update on July 10, the AAP continues to stress the importance of in-person school for children, but also stated that health agencies and school districts should act based on evidence at the community level, not politics.

Close coordination and communication will be essential in maintaining normal school operations and preserving the health and safety of all BPS stakeholders. We value our families and staff and will continue to operate with as much transparency and candor as possible.

The information presented in this document is shared so that our BPS community can begin school with an understanding of our shared responsibility in keeping our students and staff safe and mitigating the transmission of COVID-19 in our schools and community.

MITIGATION PROTOCOLS

****Masking requirements listed may be implemented only when a current state of emergency including the district's location is declared by the Governor.****

DAILY WELLNESS SCREENINGS

COVID-19 is a highly contagious and potentially life-threatening virus. To keep our schools open while protecting the health and welfare of students and staff, it is critically important that **ALL families** exercise strong discretion before sending a possibly ill child to school. Families are asked to monitor for symptoms and seek medical advice as needed.

RESPONSE TO POSSIBLE SYMPTOMS

While many children with COVID-19 will present with fever initially, many will not. Other symptoms that may develop initially include the following: chills, cough, headache, loss of taste or smell, sore throat, congestion, runny nose, nausea, vomiting and diarrhea. **PLEASE err on the side of caution.** During the school day, teachers will actively monitor students and refer to the nurse if symptoms are present.

HYGIENE & DISINFECTION

Handwashing is one of the best means of protection against infection. Students will be reminded to wash their hands often with soap and water for at least 20 seconds, especially after blowing their noses, coughing, or sneezing; going to the bathroom; and before eating. They will also have access to an alcohol-based hand sanitizer throughout the school building and school transportation when hand-washing opportunities are not readily available. Students will also be encouraged to utilize proper respiratory etiquette, such as coughing into their elbow. Additionally, at the start of school each day, all sites will have been completely cleaned and disinfected.

SOCIAL DISTANCING

While it will be difficult to maintain distance between the students at school, each site will be devising plans to provide for this precaution in the common areas of hallways, classrooms, restrooms, cafeterias, and gyms when necessary.

MASKS/FACE COVERINGS

Evidence strongly supports the role and importance of face coverings in interrupting the spread of COVID-19. Face coverings are permitted but not required. Masking requirements may be implemented only when a current state of emergency including the district's location is declared by the Governor.

COVID-19 VACCINATIONS

BPS has previously provided on-campus opportunities for all interested staff members to become vaccinated. Moving forward, the district will continue to partner with local health care providers and tribes to plan, schedule, and make available opportunities for both students and staff to become vaccinated.

ADDITIONAL INFORMATION

The information on the following pages details specific procedures and protocols that will be implemented in response to Levels 1-3. As the district moves levels, these procedures will be modified as appropriate. The district will consider appropriate accommodations for children with disabilities with respect to these procedures and protocols.

COVID-19 MONITORING & DECISION-MAKING MATRIX

Level 0: Normal School Operations			
Levels	Level 1	Level 2	Level 3
Definition:	<p>- Minimal transmission of COVID-19 cases within BPS. Incidents are effectively managed using existing procedures.</p> <p>-No active emergency orders or local health restrictions are in place.</p>	<p>-Isolated evidence of active transmission of COVID-19 in BPS classrooms or a school site. Some disruptions to normal school operations due to higher absentee rates.</p> <p>-Some local health guidelines in place (i.e. wearing of masks in public, limits on gatherings)</p>	<p>-Significant active transmission of COVID-19 at a school site or district-wide. The district is unable to maintain normal school operations due to excessive absences or lack of capacity.</p> <p>-State is under emergency orders which limit school operations</p>
COVID Procedures & Protocol	<p>- Regular school procedures alongside COVID-19 protocols/precautions.</p> <p>-General disinfecting and cleaning protocols in place.</p> <p>**Masking requirements may be implemented only when a current state of emergency including the district's location is declared by the Governor.**</p> <p>- District will collect data relative to student access to technology and connectivity. Schools will provide instruction to students on digital platforms and academic expectations in the event of school cancellation and short-term move to distance learning.</p>	<p>- Maintain a regular school schedule if possible with enhanced COVID-19 mitigation protocols.</p> <p>-Increase frequency of cleaning and disinfecting of rooms. This may necessitate movement to distance learning for 24 hours to provide time for thorough cleaning.</p> <p>**Masking requirements may be implemented only when a current state of emergency including the district's location is declared by the Governor.**</p> <p>-Schools will consider options for greater restrictions on student movement and interaction. Increase social distancing in hallways, restrooms, and cafeteria. This may include expanding lunch periods and staggering schedules to limit the number of students in hallways at the same time.</p> <p>- The district will coordinate with local health agencies to develop and implement enhanced procedures to reduce spread on COVID-19 in BPS schools.</p> <p>- Schools will prepare for a possible transition to a full-time distance learning model.</p> <p>-District may limit fan participation at school athletic events and activities.</p>	<p>- Suspension of in-person school operations.</p> <p>- Students and teachers move to a distance learning model based on analysis of current conditions.</p> <p>-School facilities closed to the public; enhanced protocols to ensure staff safety at school.</p> <p>-Coordinate with local health agencies to develop standards for a safe return to school after the outbreak subsides.</p>

PROTOCOLS & PROCEDURES

****The following protocols and procedures will apply ONLY when the district is operating under Levels 1-3 in response to COVID-19 transmission. When operating under Level 0 (normal school procedures), all regular policies will apply.****

ABSENCES

Bixby School Board Policy states that students in grade K-12 should attend 95% of scheduled classes to receive credit. This policy may be temporarily waived only when the district is operating under levels 1,2, or 3. We ask that families exercise great care in the decision whether or not to send a potentially ill child to school.

DISTANCE LEARNING

The district will focus on student and staff health and safety while also providing a positive in-person learning environment for nearly 7,500 BPS students. The district understands the importance of in-person learning, not just to support students **moving forward** academically, but also for the social and emotional benefits it provides for children.

At the same time, IF the district moves to **Level 2 or 3** on the COVID Matrix, a decision may be made to close a classroom, school, or the entire district down due to a rise in confirmed cases of COVID-19. If we need to move to a distance learning model -- whether it be for a day or two or for a week or longer -- we want parents to be confident that our teachers and their children are equipped with the resources and knowledge to conduct and participate in remote instruction through an approved Learning Management System (LMS). Additionally, in order to provide continuity of services, a cohort of specifically qualified students may attend in-person learning, even when a site may be engaged in distance learning or reduced attendance.

Hopefully, if we are successful in mitigating the transmission of COVID-19 in BPS, any disruptions to the regular instructional calendar will be minimal. However, if levels rise to the point where it is difficult to continue to preserve the health of students and staff, the district is prepared to implement a longer-term distance learning model based on our **[Distance Learning Guide](#)** which strives to ensure continuity of service. Any move to distance learning will be communicated via all regular channels and will include information relative to meals, academic and counseling support, etc.

ALL-SCHOOL ASSEMBLIES

Even while in **Level 1 (Green)**, all-school assemblies may be limited to avoid the possibility of exposure that would occur when hundreds of students gather for GE celebrations, pep rallies, or other large events. These activities may be reinstated if COVID-19 data trends continue downward toward diminishing infections.

ARRIVAL & DISMISSAL

As elementary students arrive at school in the morning, they will be directed to go to their classrooms or a general area in which social distancing is feasible. Students will not be gathered in large groups to wait for their school day to begin. Parents will not be able to escort their children into the building. All parents will be asked to remain in their cars and drive through the drop-off line to ensure a safe exit from and entrance into their family vehicles.

For secondary students, routines will be adjusted to allow students to maintain a safe physical distance from one another as they wait for the first hour bell to begin class. Each site will work with the layout and options in their specific building to maximize opportunities for distancing in the minutes before school begins. At the end of the day, students may be released in a staggered manner to reduce overcrowding in the hallways or at lockers.

BEFORE & AFTER CARE

YMCA GO Club will follow the guidelines established by BPS and the school site. Parents may escort their child to the building yet will not be allowed to enter.

BREAKFAST & LUNCH

Students will be asked to wash hands prior to eating. Accessible hand sanitizer dispensers will be available as well. As much as possible, the children will be seated in the cafeteria in a manner to allow for distancing. Students will be reminded that sharing food is not a safe practice.

No guests will be allowed to have lunch on-site as long as the threat of COVID exposure exists in the community. Parents are encouraged to limit the times they check their students out for lunch in an effort to minimize unnecessary potential exposure.

COMMUNICATION PROTOCOLS

We encourage families to stay updated on the status of COVID throughout the district via the following:

1. Visit the BPS Website bixbyps.org to access our [COVID Data Dashboard](#).
2. Be alert for frequent text messages.
 - o If needed, families should confirm mobile phone numbers are up-to-date in PowerSchool via school site secretaries.

What	When	How
Exposure Alert Based on Contact Tracing	Parents may be notified should their student have a potential exposure based on contact tracing. Quarantines are not required. Families are encouraged to monitor closely for symptoms and seek medical advice as needed.	BPS will notify families via: <ul style="list-style-type: none"> - Text Message - E-Mail
Confirmed Case of COVID-19	BPS will send a weekly COVID Update on Fridays. This update will summarize cases for the previous 7 days. These updates will also be posted on our district website.	BPS will communicate to all families via: <ul style="list-style-type: none"> - Text Message - E-Mail - BPS App Push Notification
School Closure / Change in COVID-19 Level	Based on the number of confirmed cases of COVID-19 among students and/or staff, BPS may need to close schools and/or move to distance learning.	BPS will communicate to all families via: <ul style="list-style-type: none"> - Text Message - BPS Website - BPS App Push Notification

COVID-19 SYMPTOMS AT SCHOOL

If a teacher suspects that a student may have COVID-19 symptoms, he/she will contact the school nurse. If needed, parents will be contacted and asked to pick up their child and seek a medical opinion. A student shall not return to school until free of fever, diarrhea, and vomiting for at least 72 hours without mitigating medications and respiratory symptoms are improving.

EXPOSURES, DIAGNOSES, & RETURN TO SCHOOL AFTER COVID-19

BPS will monitor COVID exposure and conduct contact tracing when appropriate.

Relative to diagnoses, and positive tests, BPS will follow the CDC recommendations of:

- Any child or staff member who tests positive or has COVID-19 symptoms may return to school after 72 hours with no fever (no fever reducing medication) **AND** improved respiratory symptoms **AND** TEN (10) days since symptoms first appeared.
- A child who tested positive for COVID-19 but had no symptoms can return to school after TEN (10) days have passed since the test.
- As always, parents are asked to contact the school to report their child's absence.
- For more information, visit the following website: <https://www.cdc.gov/coronavirus>

FACILITIES PROTOCOLS

The safety of our employees and students is our top priority. At the start of school, all sites will have been completely cleaned and disinfected. In addition, the cleaning steps outlined below will be taken to protect employees and reduce the risk of spread. We will require employees to maintain this safety standard by continuously cleaning and disinfecting based on the frequency stated below. Additionally, staff will ensure doors and windows are open when possible and HVAC systems will continually run to ensure constant air movement and filtration.

GENERAL DISINFECTION PROTOCOLS

Category	Area	Frequency
Workspaces	Classrooms, Offices	At the end of each use/day using disinfecting wipes/sprays on frequently touched surfaces. A complete protocol using a commercial disinfecting machine shall be conducted weekly.
Appliances	Refrigerators, Microwaves, Coffee Machines	Daily
Electronic Equipment	Copier machines, Shared computer monitors, TV's, Telephones, keyboards	At the end of each use/day and/or between use
General Used Objects/Areas	Handles, light switches, sinks, restrooms	Several times a day. Other measures, such as keeping classroom doors open, may reduce the frequency of cleaning.
Buses	Bus seats,	Between routes as possible using disinfecting wipes/sprays.

	handles/railing, belts, window controls	Transportation employees will perform a full disinfecting of each bus at the end of each school day.
Common Areas	Cafeteria, Library, Conference rooms, Gyms, Common Areas	At the end of each use/day; between groups if possible

MASKS / FACE COVERINGS

Masking requirements may be implemented only when a current state of emergency including the district's location is declared by the Governor.

MEDIA CENTERS

Honoring the importance of reading for both pleasure and research, the school media centers will remain open for staff and student use. While there may be some changes in routines and scheduling, we are optimistic we will be able to serve our students with high quality media services. Books will be sanitized before being reshelved. The use of media centers may be restricted if the district is in LEVEL 2 or 3.

RECESS

Each elementary site will develop a recess schedule that allows daily outdoor playtime for all students. Recess schedules may vary at sites due to limiting the number of students in any one area. Playground equipment will be cleaned as often as it is feasible. Additional restrictions may occur if the district moves to LEVEL 2 or 3.

SECONDARY SCHOOL ACTIVITIES

Extra and co-curricular activities such as marching band, vocal music, STUCO, drama and athletics of all descriptions are vital elements of a secondary student's experience. Responses to COVID-19 in these environments will vary, always with a keen eye to proven practices in prevention and protection. Protocols for these activities will be based upon the current level of transmission and school operations.

SNACKS & OUTSIDE FOOD

No classwide snacks will be allowed or distributed at school unless commercially produced and individually wrapped. Students choosing to bring a snack to school may bring an individually wrapped snack for themselves. Students may not share their personal snacks with others.

STUDENT SOCIAL & EMOTIONAL HEALTH

The social and emotional wellbeing of our students is as important as their academic learning. The district has developed a plan to implement instruction and services to support the needs of our students. In addition to classroom teachers, our site counselors will be prepared and available to help our students and families. Employee Assistance Program (EAP) information will be made available to staff as requested.

SUPPLIES

Sharing of supplies such as crayons, markers, scissors and pencils will not be allowed. Students will keep their individual supplies separated from those of others in individually labeled containers or cubbies. Any manipulatives needed for instructional purposes will be sanitized prior to use by another student.

TRANSPORTATION PROTOCOLS

Bus Drivers	<ul style="list-style-type: none">• Direct contact between drivers and transportation employees will be limited.• At the beginning of each shift, all drivers will check in with a designated transportation employee who will take the driver's temperature and confirm the absence of COVID symptoms. Drivers exhibiting a temperature above 100 degrees and/or multiple symptoms will not be allowed to drive and shall follow established district guidelines before returning to work. A physical record of these checks will be maintained.• Drivers will be clocked in and out by a designated transportation employee to reduce contact with timecards.• Drivers will be provided training on symptoms and expected to attest to the receipt and understanding of COVID protocols during the annual handbook review.• Drivers will be expected to maintain social distancing at all times in the BPS Transportation Facility.• Drivers may be required to wear a district-provided face shield when in proximity to students.• Bus aides will be provided with appropriate PPE in alignment with their job responsibilities and potential exposure level.• Additional procedures will be implemented for the routine fueling and maintenance of buses to limit the potential exposure of employees.
Student Protocols	<ul style="list-style-type: none">• Students are strongly encouraged to follow social distancing guidelines at bus stops. This may include waiting in a family vehicle until the bus is arriving.• Masking requirements may be implemented only when a current state of emergency including the district's location is declared by the Governor.• Students will be asked to limit unnecessary touching of surfaces on the bus and will be prohibited from changing seats or standing at all times once they are seated on the bus.
Sanitation Protocols	<ul style="list-style-type: none">• Drivers are expected to wipe all stair rails and tops of seating surfaces <u>between routes</u>, using disinfecting wipes or sprays.• Buses will be disinfected at the end of each day's routes using a commercial-quality disinfecting machine.

VISITOR RESTRICTIONS

To mitigate the potential transmission of COVID-19 by adults to BPS students and staff, visitation of classrooms and other areas of the school beyond the main office may be restricted to those visitors and guests with a defined need.

Site principals will be responsible for reviewing any requests for visitation. Additional event-specific guidance will be provided as needed.

WATER FOUNTAINS & RESTROOMS

All traditional “bubble up” water fountains will be disconnected as needed. Most BPS schools now have water bottle filling stations; these will remain connected and available to students and faculty. Students and staff are encouraged to bring filled water bottles or other non-breakable clear water containers to school with them. Student restrooms will be cleaned multiple times throughout the day by the site custodial staff

IN CONCLUSION

As a district, we are committed to doing all we can to continue to provide a consistent and normal educational experience for our students. Our BPS COVID Response team will continue to confer to evaluate current conditions in our schools and adapt our plans as needed. In making these decisions, the advice of medical professionals and local health agencies will be followed wherever feasible. We understand the vital need for consistent communication and will strive to work closely with our employees and families to continue to respond in ways which are in the best interests of all.

As a district leadership team, we graciously accept your support, encouragement, suggestions, and criticism. To facilitate ongoing input, please feel free to utilize our [feedback form](#). All comments and suggestions will be used to help inform our decision-making process.

ARP ESSER III – Safe Return Plan Update (Return to Learn Plan)



Section 2001(i)(1) of the ARP requires each LEA that receives ARP ESSER funds to develop and make publicly available on the LEA’s website, not later than 30 days after receiving ARP ESSER funds, a plan for the safe return to in-person instruction and continuity of services for all schools, including those that have already returned to in-person instruction. Section 2001(i)(2) of the ARP requires that the LEA seek public comment on the plan and take those comments into account in the development of the plan. Finally, section 2001(i)(3) of the ARP provides that an LEA that developed a plan for the safe return to in-person instruction prior to the date of enactment may be deemed to meet the requirement to develop such a plan so long as the plan meets the statutory requirements (is publicly available on the LEA’s website and was developed after seeking and accounting for public comment).

During the period of availability of ARP ESSER funds (September 30, 2024, includes the Tydings Amendment), **an LEA must periodically, but no less frequently than every six months, review and, as appropriate, revise its plan.** If the LEA revises its plan, the revised plan must address each of the aspects of safety currently recommended by the CDC or, if updated by the CDC, each of the updated recommendations.

If the LEA previously developed a plan and did not address each of the required aspects of safety established, the LEA must accordingly revise its plan consistent with these requirements and do so no later than six months after it last reviewed its plan. Finally, the LEA’s return to in-person and continuity of services plan must be provided in an understandable and uniform format, written in a language that parents can understand or orally translated, to the extent practicable, and upon request by a parent who is an individual with a disability, provided in an alternative format accessible to that parent.

Changes For Safe Return Plan (Return to Learn Plan) Are Not Necessary

LEA Name: _____

The LEA, named above, certifies that:

The LEA Safe Return Plan addresses each of the aspects of safety currently recommended by the CDC.

The LEA Safe Return Plan has been reviewed and does not require changes at this time.

A handwritten signature in black ink, appearing to read "R. H. [unclear]".

Signature of Superintendent

A handwritten date "6/1/2022" in black ink.

Date

If no changes are necessary for the periodic review of your LEA Safe Return Plan, please have the Superintendent fill out and sign this form and upload to the Safe Return Plan Tab under the Program Details of your American Rescue Plan application. **Deadline for second review is June 22, 2022.** If no changes are needed for the second review, this form can be uploaded to the FY23 ARP Application, a FY22 ARP Application Amendment is NOT necessary.

SUPERINTENDENT'S CONTRACT

This Superintendent's Contract ("Contract") is made and entered into as of the 1st day of July, 2020, by and between **INDEPENDENT SCHOOL DISTRICT NO. 4 of TULSA COUNTY, OKLAHOMA** (the "District"), and **ROB MILLER** (the "Superintendent") with an effective date of July 1, 2022.

Recitals:

A. The District desires to employ the Superintendent and the Superintendent desires to be employed by the District as the Superintendent of Schools of the District.

B. The parties desire that all the terms and conditions of employment of the Superintendent by the District be reduced to writing.

WHEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, the parties agree as follows:

1. **The Term of the Contract.** The District agrees to employ the Superintendent as its Superintendent of Schools for the period from July 1, 2022 to June 30, 2024 (the "Contract Term"). The Superintendent accepts such employment and agrees to serve as the District's Superintendent of Schools for the Contract Term.

2. **The Duties and Qualifications of the Superintendent.** The Superintendent agrees to perform all duties reasonably assigned to him by the Board of Education of the District. The parties agree that it is not feasible to state in detail all of the duties of the Superintendent. The Superintendent agrees to observe and be bound by all present and future rules, policies, procedures and regulations of the District and all lawful directions of the Board of Education of the District ("Board") and to prepare all reports required of the Superintendent by the rules, policies, procedures and regulations of the District or as requested by the Board. The Superintendent agrees to maintain all educational certifications required by Oklahoma law in order for him to carry out all duties of his position.

3. **Base Salary Compensation.** For the Superintendent's services to be rendered under this Contract, the District agrees to pay the Superintendent an annual salary, on a fiscal year basis, in the sum of One Hundred Fifty-Seven Thousand Dollars (\$157,000). The Superintendent's annual salary shall be paid in monthly installments in the same manner as salary payments for the District's other 12-month employees and subject to all lawful withholdings. The Board and the Superintendent will negotiate the Superintendent's compensation and benefits for the **2023-2024** fiscal year of the Contract Term during the Superintendent's evaluation sessions. The Superintendent's compensation and benefits for the **2023-2024** fiscal year of the Contract Term will not be less than the Superintendent's compensation and benefits for the **2022-2023** fiscal year. If negotiations fail to achieve a mutually satisfactory agreement for the Superintendent's compensation and benefits for the **2023-2024** fiscal year of the Contract Term by July 15 of **2023**, the Superintendent, at his option, may either (i) continue his employment for the ensuing fiscal year of the Contract Term on the basis of his then compensation and benefits or (ii) resign effective

at the end of the then current fiscal year. The Board retains the right to adjust the salary and benefits of the Superintendent at any time during the Contract Term, so long as that adjustment does not reflect a decrease in salary or benefits.

4. **Retirement.** The District shall pay the Superintendent's total contribution to the Oklahoma Teacher's Retirement System for the Contract term.

5. **Automobile Allowance.** The District agrees to pay Superintendent the annual sum of Eight Thousand Dollars (\$8,000.00) to defray the cost of operating and insuring an automobile for use by Superintendent in connection with the performance of Superintendent's duties hereunder. Such amount shall be paid in equal payments commencing with the first payroll period in July, 2021 through the Contract Term. The Automobile Allowance is subject to federal and state tax laws and shall be reported on Superintendent's W-2 Form.

6. **Reimbursement of Expenses.** Superintendent shall be entitled to reimbursement for his reasonable and necessary travel expenses and other necessary and appropriate expenditures on behalf of the District pursuant to Oklahoma law and Board policy. Travel expenses may only be reimbursed for out-of-District travel. The Superintendent shall provide all travel expense receipts and other documentation for reimbursement of such expenses in accordance with the requirements of Board policies or regulations. Should a dispute arise as to the reasonableness and necessity of any expense incurred by the Superintendent in the performance of his duties, the Board shall review and make a final determination related to such dispute. The Superintendent shall, to the extent practicable, obtain advance approval from the Board for unique or unusually large expenses.

7. **Mobile/Cell Phone/Information Technology/Communications Allowance.** In recognition of the requirement that the Superintendent be available 24 hours per day regardless of location, the District agrees to provide Superintendent an annual allowance of Two Thousand Dollars (\$2,000.00), to be paid in equal monthly payments at regular payroll periods through the Contract Term, to cover mobile/cell phone expenses and information technology/communications expenses, during the Contract term. This allowance provides Superintendent with a portable cellular telephone and/or personal digital assistance (PDA) with nationwide coverage, computer, fax machine, internet communication, or any other technical equipment for Superintendent's use at his home for District and personal use. The foregoing allowances are subject to federal and state tax laws and shall be reported on Superintendent's W-2 Form.

8. **Professional Dues and Civic Organizations.** The Board believes it is in the District's best interest for Superintendent to participate actively in certain professional and community organizations; provided however, Superintendent must remain in good standing with these organizations. Whenever possible, the membership shall be entered in the District's name, and Superintendent shall serve as the District's representative. If Superintendent's employment with the District terminates for any reason, Superintendent will resign from membership or reimburse the District for the remaining term of membership in each organization. Pursuant to applicable federal and state tax laws, an appropriate amount will be included in Superintendent's earnings statement (W-2 Form) representing the amounts paid by the District to Superintendent or on Superintendent's behalf under this provision, not to exceed One Thousand Dollars (\$1,000.00) per fiscal year.

9. **Vacation.** Superintendent is entitled to ten (10) days of annual vacation time. The District shall pay Superintendent for any unused vacation days at the end of the Contract term in accordance with the District's policy for payment for all other employees of the District.

10. **Sick Leave.** The Superintendent shall be credited with 12 days of sick leave upon the effective date of this Contract. Superintendent shall be vested with twelve (12) sick days at the beginning of the Contract Term. Unused sick leave shall accumulate from one (1) fiscal year to a subsequent fiscal year, provided that the total sick leave accumulated by the Superintendent shall not exceed the maximum amount allowed by Board policy. At such time as the Superintendent is no longer employed by the District, for any reason, the Superintendent's unused sick leave accumulated at the District shall be paid to him or for his benefit in accordance with Board policy and calculated on the same formula used for determining payment for accumulated sick leave benefits for other full-time employees of the District.

11. **Holidays and Other Benefits.** The District agrees that the Superintendent shall be paid for all holidays which are observed by other 12-month full time employees and shall be entitled to receive all benefits provided under Board policy for all 12-month full time employees.

12. **Personal Business Leave.** The District agrees that the Superintendent shall be entitled to be paid personal business leave each fiscal year as set by Board policy. Any of the personal business leave which remains unused at the end of the fiscal year shall be added to the Superintendent's accumulated sick leave, up to the maximum allowed by Board policy.

13. **Dental, Vision, Medical, Health and Hospitalization Insurance.** The District shall provide the Superintendent with Health and Hospitalization Dental, and Vision insurance coverage under the District's group insurance plan. The District shall contribute the same amount each month through the District's payroll system, subject to all lawful payroll holdings, toward the premium for such insurance as is provided for all other full-time, certified employees in the District. Likewise, the equivalent to the flex benefit provided to all other full-time, certified employees in the District shall be credited by the District to the Superintendent's monthly pay. Premium payments shall be made to the insurance plans of the Superintendent's choice from the list of plans approved by the District for employees. The Superintendent shall pay the balance of the cost of the selected insurance plans that is over the amount paid by the District for all other full-time, certified employees in the District, if any, through monthly payroll deduction.

14. **Conventions, Conferences, Workshops, Seminars and Travel.** As a condition of employment, the Superintendent may attend conventions, conferences, workshops and seminars which are sponsored by the State Department of Education and other professional organizations to stay abreast of policies, procedures, programs and current trends in education. Reimbursement for registration, travel, meals and lodging is permitted according to District policies.

15. **Life Insurance.** During the term of this Contract, the District will pay the premiums for a term policy of insurance on his life (the "Term Policy") with a death benefit that does not exceed One Hundred Thousand Dollars (\$100,000), and if the premium is a level premium, for a term that does not exceed twenty (20) years. The Superintendent shall be the owner of the Term

Policy. The District shall, within thirty (30) days after the Superintendent's submission of the invoice for payment of the premium on the Term Policy, pay the premium. The payment of the premium shall constitute "wages" to the Superintendent and shall be subject to all applicable withholdings to be withheld from the Superintendent's paycheck next following the payment of the premium by the District.

16. **Evaluations.** The Board shall evaluate and assess, in writing, the performance of the Superintendent at least once each fiscal year during the Contract Term. The Superintendent shall provide each Board member with an evaluation form, and such evaluation shall be continuous throughout the fiscal year. The final evaluation shall occur on or before June 30 of each fiscal year. The Superintendent's evaluation shall be based on the duties identified in the Superintendent's job description, Board policy and the accomplishment of any negotiated Superintendent's performance goals for the current fiscal year. Throughout the fiscal year, the Superintendent shall provide each Board member with a copy of his self-evaluation for the applicable categories of the Superintendent's evaluation form.

17. **Renewal of Contract.** The District agrees that at the first regular meeting of the Board each July, beginning July 1, 2022, the Board will consider the extension of the Superintendent's Contract for an additional fiscal year. If the Board fails or refuses to extend or ratify the Contract for any subsequent fiscal year, the Contract shall lapse at the end of its Contract Term and be of no further force and effect. **The requirement of a hearing before the Board on the ratification/renewal issue is hereby agreed to be voluntarily and irrevocably waived by the Superintendent.**

18. **Termination of Employment Contract.** This Contract may be terminated by:
- a. **Mutual Agreement of the Parties.**
 - b. **Resignation of the Superintendent.**
 - c. **Disability of the Superintendent.**

Should the Superintendent become unable to perform any or all of the duties of his position by reason of illness, accident or other cause, and said disability exists after all accrued sick or other District-paid leave has been exhausted, the District may make appropriate deduction from the Superintendent's annual base salary for those days in which the Superintendent is unable to perform the duties of his position. If such disability continues after the exhaustion of all current sick leave, or a total of one hundred twenty (120) days, whichever is more, or if such disability is permanent or irrevocable, the Board may, at its option, terminate this Contract, whereupon the respective rights, duties, and obligations of the parties stated shall terminate.

If a question arises concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine in the United States of America. The Board shall select the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Superintendent has a continuing disability, which prohibits him from performing his duties, and such physician's determination shall be binding in all respects on the parties.

d. Discharge for Cause. The Board may dismiss the Superintendent for good cause as defined by state law including the Superintendent's failure to perform the duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances. Any act by the Superintendent shall constitute good cause for discharge if it is inconsistent with the continued existence of a mutually satisfactory Board/Superintendent relationship. Reasons for a proposed discharge for good cause shall be given to the Superintendent in writing and the Superintendent shall be entitled to all procedural and substantive rights as set forth in the Board's policies and applicable state and federal law. If the Superintendent chooses to be represented by legal counsel at any such hearing, the Superintendent shall bear any costs therein involved.

e. Unilateral Dismissal by Board. The Board may, at its option, and by a minimum of thirty (30) days written notice to the Superintendent, unilaterally and without cause dismiss the Superintendent from employment with the District and terminate this Contract during the Contract Term. In the event of such unilateral dismissal without cause and Contract termination without cause during the Contract Term, the Board shall pay to the Superintendent, upon the execution by Superintendent of a complete release satisfactory to the Board, severance pay [less all lawful withholdings] equal to the sum of (i) the Superintendent's base salary for the remainder of the Contract Term or the Superintendent's then base salary for twelve (12) calendar months measured from the date of written notice of termination, **whichever amount is lesser**; and (ii) any unpaid 403(b) deferred compensation contribution for the remainder of the fiscal year in which the Contract is terminated. **In the event that the Board terminates the Contract by paying such amounts, the requirement of a hearing before the Board is hereby agreed to be voluntarily and irrevocably waived by the Superintendent.**

19. **Entire Contract.** This Contract expresses the entire agreement of the parties concerning the subject matter hereof.

20. **Amendment to Contracts.** This Contract may only be amended by a mutually executed written agreement, which is properly approved by the Board pursuant to a lawfully called and conducted meeting.

21. **Severability.** Should any provision or provisions of this Contract be declared to be unlawful by a court of competent jurisdiction, the remaining provisions of the Contract shall remain in full force and effect.

22. **Obligations Beyond the Contract Term.** Nothing in this Contract shall be interpreted to create any obligation of the District beyond the Contract Term.

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

**INDEPENDENT SCHOOL DISTRICT
NO. 4 OF TULSA COUNTY, OKLAHOMA
("District")**

ATTEST

**By _____
Clerk of the Board of Education**

**By _____
President of the Board of Education**

**Rob Miller
Superintendent**