

Board of Education Regular Meeting  
Tuesday, November 12, 2024 6:00 PM

Miami Public Schools Administrative Office  
Board Room  
601 16th Ave NW  
Miami, Oklahoma 74354



## Agenda

1. Call to Order/Roll Call to establish quorum
2. Pledge of Allegiance
3. Comments from the Floor  
The following rules shall govern this section:
  1. Speakers must identify themselves
  2. Each speaker is given a maximum of three (3) minutes
  3. Total time allocated to this item is thirty (30) minutes
  4. No board action will be taken on comments from the floor
4. Superintendent/Assistant Superintendent's Reports (to include but not to be limited by)
  5. Capital Improvement Update
  6. Site Academic Achievement Goals
  7. Financial Budget
  8. Principal Reports
  9. OPAA Program Report
5. Consent Agenda:  
All of the following items, which concern reports and items of routine nature normally approved at a board meeting, will be approved by one vote, unless any board member desires to have a separate vote on any or all of these items. The consent agenda consists of approval of the following items:
  - 5.A. Minutes of the October 7, 2024 regular board meeting
  - 5.B. Approval of monthly encumbrances for FY25
    10. General Fund accounts payable encumbrances-415-496
    11. General Fund payroll encumbrances-70314-70370
    12. Bond Fund 33 accounts payable-none
    13. Bond Fund 34 accounts payable-none
    14. Bond Fund 35 accounts payable-none
    15. Bond Fund 36 accounts payable-none
    16. Bond Fund 37 accounts payable-none
    17. Bond Fund 38 accounts payable-none
    18. Bond Fund 39 accounts payable-none
    19. Child Nutrition accounts payable encumbrances-13

- 20. Child Nutrition payroll encumbrances-70006-70010
- 21. Building Fund encumbrances-62
- 22. Function/Summary Report for October
- 23. Activity and Cafeteria Report for October
- 5.C. Treasurer's Report for October 2024
- 5.D. Fundraiser requests from:
  - 24. MHS Football
  - 25. MHS Science Club
  - 26. MHS Soccer
  - 27. MHS Special Education
- 5.E. Pitney Bowes Lease Agreement for the 24-25 SY (Postage Machine)
- 6. Items to be considered by the Board
  - 6.A. The Board will discuss and vote to approve or not approve the schedule of regular board meetings; setting the time, date, and location for the 2025 calendar.
  - 6.B. The Board will take consideration and vote to elect or not elect the following as a new member of the board of directors of the Oklahoma Public School Investment Interlocal Cooperative (55K001):
    - 28. Position No. 3: Lance Gibbs (CCOSA), Assistant Superintendent/CFO of Lawton Public Schools, to a 2025-2028 term.
    - 29. Position No. 5: Nancy Rogers (OASBO), Director of Finance of Moore Norman Technology Center, to a 2025-2028 term.
    - 30. Position No. 3: Don Tice (OSSBA), School Board Member of Oologah-Talala Public Schools, to a 2025-2028 term.
  - 6.C. The Board will discuss and vote to approve or not approve the Joe Pollock Sports Complex Lease Agreement.
  - 6.D. The board will discuss and vote to approve or not approve the District Budget for FY2025.
  - 6.E. The Board will discuss and vote to approve or not approve our district to participate in the OSDE Teachers Empowerment program.
  - 6.F. The Board will discuss and vote to approve or not approve the proposed new Board of Education Policy *CKAJ\_School Security Surveillance Cameras*.
  - 6.G. The Board will discuss and vote to or not approve the proposed new Board of Education Policy *GGF\_Indian Policies and Procedures Miami Public Schools 58-1023 2024-2025 School Year*.
- 7. Proposed Executive Session for the items listed below, which are all authorized by 25 O.S. Section 307(B)(1).
  - 7.A. Discuss those employees listed on the attached personnel agenda sheet
  - 7.B. Discuss the resignation agreement of Certified Personal Exhibit A, Ashley Fairres
  - 7.C. Discuss the resignation agreement of Support Personal Exhibit A, Lindy Braund
- 8. Convene or not convene into executive session
- 9. Acknowledge board's return to Open Session.
- 10. Executive session minutes compliance announcement.

11. The Board will discuss and vote on Certified Exhibit A, to approve the resignation agreement and accept the resignation of Ashley Fairres or not approve the resignation agreement and not accept the resignation of Ashley Fairres.
12. The Board will discuss and vote on Support Exhibit A, to approve the resignation agreement and accept the resignation of Lindy Braund or not approve the resignation agreement and not accept the resignation of Lindy Braund.
13. The Board will vote to approve or not approve the employment of Support personnel, per the attached agenda personnel sheet located outside Miami Public Schools Administrative Office 601 16th NW, Miami, OK. 74354 in display box.
14. New Business
15. Board will adjourn

Where Posted: Front Display Case, Administrative Offices, 601 16th NW, Miami, OK 74354

Date and Time: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Secretary to the Superintendent/B.O.E Minutes Clerk

**MIAMI PUBLIC SCHOOLS**  
**Miami, Oklahoma**  
**November 12, 2024**  
**AGENDA PERSONNEL SHEET**

EMPLOYMENT

Support:

Grant Laue

Jennifer Summerlin

Custodian

General Fund Teacher Assistant

Washington

Roosevelt

*Reassign Nancy Launius from Teacher Assistant at Wilson Elementary to  
Special Education Paraprofessional at Wilson Elementary for the 2024-2025 SY*

Substitute:

Alexandra Johnson

Katherine Johnson

Shayla Kerby

Stipend:

Ashley Moreno

Assistant Junior High Cheer Coach

MJHS

Resignation:

Support:

## RESIGNATION AGREEMENT

This Resignation Agreement (“Agreement”) is made by and between the following: Ashley Fairres (“Employee”) and Miami OK Public Independent School District No. 1023 of Ottawa County, Oklahoma (“Miami School District”).

### RECITALS

- A. Employee is employed by Miami School District as a career teacher for the 2024–25 fiscal year pursuant to a written contract (“Contract”).
- B. A dispute has arisen between Miami and Employee with regard to various issues related to Employee’s employment.
- C. Miami and Employee have agreed to enter into this Agreement as a means of settling any and all disputes and obligations of whatever nature or kind existing between them.
- D. By entering into this Agreement, neither party is admitting any wrongdoing or liability.
- E. This Agreement is entered into by the parties to avoid the uncertainty, disruption, and expense of possible litigation and both parties agree this is a voluntary resignation.
- F. The Board will conduct a lawful board meeting to consider entering into this Agreement with Employee. If this Agreement is approved by a majority vote of a quorum of the Board, the parties will thereafter comply with this Agreement. If a majority of the quorum of the Board does not vote to approve this Agreement, this Agreement will be immediately null and void, and the parties will retain all legal rights as if this Agreement had never been reached.

In consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

1. **Action By District:**

Miami agrees to do the following:

- a. Place Employee on paid administrative leave with all salary, benefits, and extra duty stipends due her, less all lawful withholdings, until and through November 1, 2024 (“the Payment”). The Payment shall be made in accordance with Miami’s regularly scheduled paydays.
- b. Miami agrees to accept Employee’s resignation, effective at the close of business on November 1, 2024, and which shall be written in the form attached as Exhibit “A” to

this Agreement.

- c. All requests from prospective or future employers for Employee received by the Superintendent will be answered with the following information: dates of Employee's employment, positions held, compensation, and that both the District and the Employee consider this a voluntarily resignation effective November 1, 2024.
- d. Within ten (10) calendar days of the complete execution of this Agreement, Miami will provide the Employee the opportunity to collect her personal items from her classroom.

2. **Action By Employee:**

Employee agrees to do the following:

- a. Employee agrees to submit her voluntary and irrevocable resignation from employment with Miami by submitting her written resignation in the form attached hereto as Exhibit "A".
- b. Employee's last day of employment will be November 1, 2024.
- c. Within ten (10) calendar days of the complete execution of this Agreement, Employee will return all Miami-owned equipment, records, and documents.
- d. Employee acknowledges that under the ADEA and OWBPA, she is allowed a period of 21 days to consider this Agreement as it relates to any age-discrimination claim. Employee has reviewed this Agreement and hereby waives the twenty-one (21) day period. Employee further acknowledges that she has seven (7) calendar days following her signature to revoke her release of any age discrimination claim.

3. **Entire Agreement, Benefit, and Jurisdiction:** Both parties have consulted with legal counsel or other advisors concerning this Agreement. This Agreement constitutes the entire agreement of compromise and settlement between the parties hereto, and may not be modified, altered, or revised except upon another, subsequent writing signed by both parties. It will be construed according to the laws of the State of Oklahoma and will inure to the benefit of the heirs, successors, and assigns of the parties hereto.

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4. Severability: If any term, covenant or condition of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement will not be affected, and each term, covenant, or condition of this Agreement will be valid and be enforced to the fullest extent permitted by law.

AGREED:

Ashley Fairnes  
Ashley Fairnes "Employee"

10/16/04  
Date

Approved by Miami OK Independent School District No. 1023 Board of Education "Miami":

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

ATTEST [Board Clerk]:


\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

EXHIBIT A

RESIGNATION LETTER OF ASHLEY FAIRRES

I hereby voluntarily and irrevocably resign my employment with the Miami School District,  
effective at the close of business on November 1, 2024.

  
Ashley Fairres

## RESIGNATION AGREEMENT

This Resignation Agreement (“Agreement”) is made by and between the following: Lindy Braund (“Employee”) and Miami OK Public Independent School District No. 1023 of Ottawa County, Oklahoma (“Miami School District”).

### RECITALS

- A. Employee is employed by Miami School District as a Teacher Aide for the 2024–25 fiscal year pursuant to a written contract (“Contract”).
- B. A dispute has arisen between Miami and Employee with regard to various issues related to Employee’s employment.
- C. Miami and Employee have agreed to enter into this Agreement as a means of settling any and all disputes and obligations of whatever nature or kind existing between them.
- D. By entering into this Agreement, neither party is admitting any wrongdoing or liability.
- E. This Agreement is entered into by the parties to avoid the uncertainty, disruption, and expense of possible litigation and both parties agree this is a voluntary resignation.
- F. The Board will conduct a lawful board meeting to consider entering into this Agreement with Employee. If this Agreement is approved by a majority vote of a quorum of the Board, the parties will thereafter comply with this Agreement. If a majority of the quorum of the Board does not vote to approve this Agreement, this Agreement will be immediately null and void, and the parties will retain all legal rights as if this Agreement had never been reached.

In consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

1. **Action By District:**

Miami agrees to do the following:

- a. Place Employee on paid administrative leave with all salary and benefits, less all lawful withholdings, until and through November 1, 2024 (“the Payment”). The Payment shall be made in accordance with Miami’s regularly scheduled paydays.
- b. Miami agrees to accept Employee’s resignation, effective at the close of business on November 1, 2024, and which shall be written in the form attached as Exhibit “A” to this Agreement.

- c. All requests from prospective or future employers for Employee received by the Superintendent will be answered with the following information: dates of Employee's employment, positions held, compensation, and that both the District and the Employee consider this a voluntarily resignation effective November 1, 2024.
- d. Within ten (10) calendar days of the complete execution of this Agreement, Miami will provide the Employee the opportunity to collect her personal items from her classroom.

2. **Action By Employee:**

Employee agrees to do the following:

- a. Employee agrees to submit her voluntary and irrevocable resignation from employment with Miami by submitting her written resignation in the form attached hereto as Exhibit "A".
- b. Employee's last day of employment will be November 1, 2024.
- c. Within ten (10) calendar days of the complete execution of this Agreement, Employee will return all Miami-owned equipment, records, and documents.
- d. Employee acknowledges that under the ADEA and OWBPA, she is allowed a period of 21 days to consider this Agreement as it relates to any age-discrimination claim. Employee has reviewed this Agreement and hereby waives the twenty-one (21) day period. Employee further acknowledges that she has seven (7) calendar days following her signature to revoke her release of any age discrimination claim.

3. **Entire Agreement, Benefit, and Jurisdiction:** Both parties have consulted with legal counsel or other advisors concerning this Agreement. This Agreement constitutes the entire agreement of compromise and settlement between the parties hereto, and may not be modified, altered, or revised except upon another, subsequent writing signed by both parties. It will be construed according to the laws of the State of Oklahoma and will inure to the benefit of the heirs, successors, and assigns of the parties hereto.

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4. **Severability:** If any term, covenant or condition of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement will not be affected, and each term, covenant, or condition of this Agreement will be valid and be enforced to the fullest extent permitted by law.

AGREED:

Lindy M. Brand  
Lindy Brand "Employee"

10/16/24  
Date

Approved by Miami OK Independent School District No. 1023 Board of Education "Miami":

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

ATTEST [Board Clerk]:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

EXHIBIT A

RESIGNATION LETTER OF LINDY BRAUND

I hereby voluntarily and irrevocably resign my employment with the Miami School District,  
effective at the close of business on November 1, 2024.

*Lindy M Braund*  
Lindy Braund