

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 4/16/2024

Contract/Agreement Vendor: ImpactTulsa - Delia Kimbrel
Name of Vendor & Contact Person
delia@impacttulsa.com
Vendor Email Address
 Dates of Service: Date approved by BOE - June 30, 2024

Describe Contract (Technology, program, consultant-prof Development, etc.)
 Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

BAPS Secondary Students
Reason/Audience to benefit
5/6/2023
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Sharon James

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: *Sharon James*

Does this Contract/Agreement utilize technology? YES NO
 If yes, Technology Admin: *AW*

Cabinet Team Member: *Frank Doss*

Funding Source: N/A
Fund/Project OCAS Coding

Consent **Action**

Accept and approve the Renewal Memorandum of Understanding between Broken Arrow Public Schools and ImpactTulsa. ImpactTulsa partners with the Oklahoma Department of Education and Tulsa area districts to share data for the purpose of setting, tracking, and measuring cradle to career outcomes including progress toward kindergarten readiness, third-grade, middle school math, high school completion, postsecondary entry, and postsecondary completion. There is no cost to the district.
 S.James

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM OF UNDERSTANDING
BETWEEN
ImpactTulsa
AND
BROKEN ARROW PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT OF
TULSA COUNTY, OKLAHOMA

This **MEMORANDUM OF UNDERSTANDING** is hereby made and entered into by and between **BROKEN ARROW** Public Schools, Independent School District of Tulsa County, Oklahoma, hereinafter referred to as “the District”, and ImpactTulsa, hereinafter referred to as ImpactTulsa.

I. PURPOSE

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

II. MUTUAL BENEFITS AND INTERESTS

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

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

Shared benefits from the development of this partnership include:

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

III. WORKING AGREEMENT

A. COLLABORATIVE ACTION, WORKING GROUPS, & LEARNING COMMUNITIES

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

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

B. COMMUNICATION

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

C. DISTRICT PROFESSIONAL PARTICIPATION

Active support for this collective initiative from the highest level of the organization is necessary to ensure success. The Superintendent may represent the District on the ImpactTulsa Leadership Council in meetings expected to occur quarterly. The Superintendent will establish procedures for communication, data sharing, professional development, and continuous improvement initiatives within the District and delegate relevant District professionals to engage in the work of the action teams as a part of their professional responsibilities, when appropriate. The District embraces the continuous improvement process by incorporating best practices and utilizing local data.

D. IN-SCHOOL RESEARCH ACTIVITIES

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

E. DATA COLLECTION FOR DISTRICT SUPPORT OFFERINGS

Attendance: ImpactTulsa and The District will work in partnership to share and collect attendance information on PreK-12 students, including student and school- level and external data sets that provide information on the factors that influence attendance. ImpactTulsa will support data collection, analysis, and development of external data sets such as Census Data, American Community Survey, Oklahoma State Court Network (public data source for eviction docket information), county health department, municipal data for assessing how community, health, and social conditions affect student outcomes. ImpactTulsa will provide detailed summary reports back to the school district as well as conduct more in-depth advanced, disaggregated, comparative, analysis of attendance trends, patterns, and the factors that impact attendance.

Teacher Retention: ImpactTulsa and The District will work in partnership to share and collect information on teacher retention, attrition, experience, and exit information on PreK-12 teachers, including staff and school- level and external data sets that provide information on teacher characteristics, retention and hiring trends and patterns. ImpactTulsa will provide detailed summary reports back to the school district as well as conduct more in-depth advanced, disaggregated, comparative, analysis to help inform strategies.

Post-Secondary Opportunities: ImpactTulsa and The District will work in partnership to share and collect information on postsecondary course opportunities, experience, and enrollment information of students taking courses to facilitate postsecondary preparation, enrollment, and completion. ImpactTulsa will provide detailed summary reports back to the school district as well as conduct more in-depth advanced, disaggregated, comparative, analysis to help inform strategies.

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

National Student Clearinghouse (NSC)

ImpactTulsa and the District will work in partnership to obtain National Student Clearinghouse data to collect information on high school graduates from the Tulsa area region. The National Student Clearinghouse collects student information on

postsecondary enrollment information to learn whether students persist and complete postsecondary credentials within a six-year period.

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

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

Oklahoma State Regents for Higher Education

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

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

Individual Career Academic Plan (ICAP)

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

■ Students' coursework/ post-secondary indicators, learning and assessment results including:

- Dual/Concurrent Enrollment
- Work-Based Internships
- College Prep Coursework

- Students' postsecondary plans, service learning/internship experiences aligned with a career, academic and personal/social goals, completion of financial planning coursework, and any other ICAP-related information (ex. OKCareerGuide, OKCollegeStart, Naviance, or other records)
 - Students' records of college- and career-readiness counseling and activities.

Oklahoma CareerTech

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

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

Oklahoma Works

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

Accessing data from Oklahoma Works and WorkforceTulsa will allow for a deeper understanding of workforce development trends in Tulsa county. This data also

documents workforce development participation, experiences and career trajectories for students in our region that do not attend a college or university. The District will work with ImpactTulsa to access student senior level and high school graduate data files for matching to Oklahoma Works workforce program enrollment and completion files. ImpactTulsa will provide detailed summary reports back to the school district as well as conduct more in-depth advanced and disaggregated

analysis of student pathways and workforce outcomes that ultimately contribute to student success after high school.

E. DATA SHARING

In order to make data-driven decisions and monitor progress on action plans, the District will share relevant data that provides information about outcomes and contributing indicators with ImpactTulsa in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g.

FERPA “allows schools to disclose records, without consent, to organizations conducting certain studies for or on behalf of the school.” The ImpactTulsa research and analytics department and all applicable staff will maintain the confidentiality of all student-level data shared by the District. This includes student files, records and direct access to dashboards, student information systems or databases provided and granted by the District.

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

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

IV. STUDENT AND DATA PRIVACY

ImpactTulsa agrees to protect the privacy of student information and educational records in accordance with the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA). ImpactTulsa agrees that no one under its authority shall gather, release, or make public in any way information related to or that could lead to identification of a student. This includes photos shared with ImpactTulsa by District and photographs, recordings (video and/or sound), or student’s written or oral statements taken by ImpactTulsa. The only exception is where written permission that specifically authorizes gathering, releasing, or otherwise using the types of information described in this paragraph is obtained from the parent (if the student is under the age of 18), or the student (if the student is age 18 or older).

V. DATA SECURITY

ImpactTulsa shall implement appropriate and effective measures designed to ensure the confidentiality and security of personally identifiable information by protecting against

anticipated hazards or threats to the integrity or security of such information, protecting against unauthorized access or disclosure of information, and preventing other action that could result in substantial harm to the District or an individual identified with the data or information in ImpactTulsa's custody.

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

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

VI. LIABILITY AND INDEMNIFICATION

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

VII. POINTS OF CONTACT

The principal address for ImpactTulsa is 907 South Detroit, Suite 1100b, Tulsa, OK 74120.

The primary contacts for ImpactTulsa:

Ashley Philippsen, Executive Director

ashley@impacttulsa.com

Delia Kimbrel PhD., Senior Director of Research and Policy

Address: 907 South Detroit, Suite 1100b

Tulsa, Oklahoma 74120

(918) 271-5100

delia@impacttulsa.com


The primary contact person for **Broken Arrow** Public Schools:

Mr. Chuck Perry, Superintendent

Address: 701 S Main St
 Broken Arrow, Oklahoma 74012
 Phone: 918-259-5700
 Email: cperry@baschools.org

VIII. GENERAL

- A. ImpactTulsa agrees that the activities it undertakes under this Memorandum are not intended to provide services to the District and that it will not seek compensation from the District in connection with its participation in these activities.
- B. ImpactTulsa agrees that it will not claim or imply that the District endorses the sale or purchase of its services.
- C. This Memorandum in no way restricts either party from participating in any activity with other public or private agencies, organizations or individuals.
- D. Nothing in this Memorandum authorizes or is intended to obligate the District to expend, exchange, or reimburse funds, services, or supplies, or transfer anything else of value.
- E. All agreements within this Memorandum are subject to and will be carried out in compliance with all applicable laws, regulations, and other legal requirements of the State of Oklahoma and Tulsa County.
- F. This Memorandum takes effect on execution and approval by the Board of Education of the District and ends on June 30, 2025. Either party may cancel this agreement any time with upon thirty- (30) days' notice to the other party, in writing, by certified mail or personal delivery.

ImpactTulsa	School District Representative
Signature: 	Signature:
Printed Name: Ashley Phillipson	Printed Name:
Title: Executive Director	Title:

Date: 4/2/2024	Date:
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