

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: February 23, 2024

Contract/Agreement Vendor: Southwestern Oklahoma State University/Reggy Yount
Name of Vendor & Contact Person
reggy.yount@swosu.edu
Vendor Email Address

Memorandum of Understanding for Classroom Student Teachers

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.

Approve Student Interns
Reason/Audience to benefit
March 11, 2024
BOE Date
Amount of agreement

Person Submitting Contract/Agreement for Review: Lindsay Drake/Andrea Jackson HR/ESC

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

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

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

Cabinet Team Member:

Funding Source: GENERAL PRJ 180 FUNCT 271 OBJ 340
Fund/Project OCAS Coding

<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action	Accept and approve the Memorandum of Understanding between Broken Arrow Public Schools and Southwestern Oklahoma State University the ability to complete their student teaching within BAPS. The MOU will be effective through the end of the fiscal year and may be renewed on an annual basis. Cost to the District is \$16.45 for criminal background checks per student intern.
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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.

AGREEMENT
Between
SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
Acting for and on behalf of its
TEACHER EDUCATION PROGRAM
And
BROKEN ARROW PUBLIC SCHOOLS
For
TEACHER EDUCATION PROGRAM

THIS AGREEMENT is made and entered into this 11th day of March, 2024, by and between the SOUTHWESTERN OKLAHOMA STATE UNIVERSITY, acting for and on behalf of its Teacher Education Program ("University"), and BROKEN ARROW SCHOOLS of TULSA COUNTY, OKLAHOMA ("SCHOOL").

WITNESSETH:

SECTION 1: "SCHOOL" agrees to provide the authorization, supervision and instruction of student teachers completing their student teaching portion of teacher preparation and to provide pre-student teaching observation and participation activity in the Teacher Education Program.

SECTION 2: "SCHOOL" agrees to accept for assignment to cooperating teachers in the public schools a certain number of students enrolled in the University's Teacher Education Program. "SCHOOL" further agrees the cooperating teacher will give direct supervision to the student teacher assigned and will work with a faculty member assigned by the University in directing and evaluating the student teacher experience. "SCHOOL" further agrees to provide student teacher supervision, instruction, mentoring or assistance, as needed by various staff members to enhance and develop the student teacher's ability to effectively educate children in an urban educational environment including, but not limited to, identifying and serving children with disabilities, serving children from diverse socio-economical populations, and serving children with foreign language barriers.

SECTION 3: All arrangements for the placement or removal of student teachers will be coordinated through "SCHOOL" building administrators and University College of Education Director of Field Experiences. If a student teacher fails to comply with the requirements of this Agreement or to perform to "SCHOOL"'s satisfaction, the University will be contacted and so informed. If such issues are not resolved to "SCHOOL"'s satisfaction, the University will, upon written or verbal request by "SCHOOL"' building administrator, immediately remove that student teacher from the school.

SECTION 4: The University and its student teachers will comply with all applicable federal and state laws and regulations and will comply with all "SCHOOL" policies, rules and regulations while on "SCHOOL" premises or performing services under this Agreement. The University and its student teachers will keep confidential and not disclose to any person or entity any records or other documentation, including progress notes which may constitute student records as defined in the Family Educational Rights and Privacy Act unless such disclosure is authorized under the Act or pursuant to court order.

SECTION 5: It is not the intention of the parties to form a joint venture or partnership. This Agreement shall not be construed to create an employment or agency relationship between the University and "SCHOOL" or any of their respective employees, student teachers or agents. "SCHOOL" and the University shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. The University agrees and affirms that all University employees entering upon "SCHOOL" property under the provisions of this Agreement are and shall be covered by worker's compensation insurance to the extent required by applicable law and that "SCHOOL" shall, in no event, be required to provide such coverage for the University's student teachers and employees.

SECTION 6: "SCHOOL" and the University agree that student safety is a top priority. In an effort to protect the students' safety, the University agrees that it will not place any individual on "SCHOOL" property, whether as a student teacher, officer, agent, employee or contractor if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. The University hereby certifies that none of its student teachers and none of its employees working on "SCHOOL" property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act. The University shall submit written proof to "SCHOOL" that all student teachers and faculty supervisors coming on to "SCHOOL" property have passed background checks prior to their entering on "SCHOOL" property. All University employees and student teachers must have in their possession, at all times, a current photo ID which identifies them as a student teacher or employee of the University and, if required by "SCHOOL", a "SCHOOL" photo ID authorizing access to a specific "SCHOOL" site. If at any time a student teacher or University employee demonstrates actions which are inappropriate or create a disruption within a school, the building administrator may require that such person leave "SCHOOL" property and not return without specific permission of the building administrator, "SCHOOL", and University Director of Clinical Education.

SECTION 7: Neither "SCHOOL", nor its employees, shall receive compensation from the University for services performed under this Agreement in support of the University's Teacher Education Program. The University may, however, with "SCHOOL"'s consent, pay a reasonable and customary honorarium to cooperating teachers or, alternatively, may provide cooperating teachers a tuition waiver to enroll in a University course upon completion of their supervision of a student teacher.

SECTION 8: All notices to be made under this Agreement shall be made in writing and delivered by personal delivery by commercial delivery service, or by certified United States mail, return receipt requested, to the following addresses:

If to the University: Southwestern Oklahoma State University, Department of Education,
Office of the Chair, 100 Campus Drive, Weatherford, OK 73096

If to "SCHOOL": (SCHOOL address)

With a copy to: ("SCHOOL" Superintendent's address)

SECTION 9: This Agreement sets forth the entire agreement between the parties as to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

SECTION 10: This Agreement valid from March 11, 2024 until the ending of the current fiscal year. Either party may terminate this Agreement, without cause, upon sixty (60) days' written notice. Student teachers enrolled in the University's Teacher Education Program and assigned to a "SCHOOL" site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.

IN WITNESS WHEREOF, the University and "SCHOOL" have executed this Agreement as of the day and year first written above.

SOUTHWESTERN OKLAHOMA STATE UNIVERSITY,
TEACHER EDUCATION PROGRAM

By: _____

Name: Dr. Joel Kendall

Title: Provost, Exec. Vice President

By: Marla Pankratz

Name: Marla Pankratz

Title: Chair, Department of Education

"SCHOOL"

By: _____

Name: _____

Title: _____