



BROKEN ARROW PUBLIC SCHOOLS

EST. 1904

## MEMORANDUM

To: Dr. Janet Vinson

From: Ms. Lindsay Drake  
Senior HR Recruitment & Staffing Coordinator

Date: August 9 Board Meeting

Re: Oral Roberts University Internship Agreement

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### SUBJECT

Accept and approve the agreement between Oral Roberts University and Broken Arrow Public Schools to allow students the ability to complete their student teaching within Broken Arrow Public Schools. The maximum cost to the district is \$13.95 for a criminal background check per student intern.

### ENCLOSURE/ATTACHMENTS

Internship Memorandum of Understanding

### SUMMARY

The agreement between the district and Oral Roberts University will continue for the 2021-2022 school year.

### FUNDING

PRJ 180 FUNCT 2571 OBJ 340

### RECOMMENDATION

Approve

**BROKEN ARROW PUBLIC SCHOOLS**  
*Educating Today*  *Leading Tomorrow*

Contract Committee Review Request

**MUST BE COMPLETED IN FULL**

Date: 07/26/2021

Contract/Agreement Vendor: Oral Roberts University

Name of Vendor  
Colleen Nelson

Contact Person Phone Number  
7777 S Lewis Ave

Address  
Tulsa, OK 74171

City State Zip  
cnelson@oru.edu

cnelson@oru.edu  
Email address

2021-2022 SY  
Date of services

**IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9** \_\_\_\_\_

And \_\_\_\_\_

**Vendor Registration**

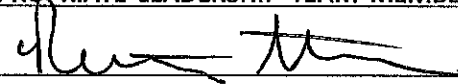
\_\_\_\_\_

Person Submitting Contract/Agreement for Review: Lindsay Drake- Human Resources  
Name Site

Reason for Review: (New Agreement, Renewal...): Renewal

Audience/Group to benefit from Contract/Agreement: Student Interns

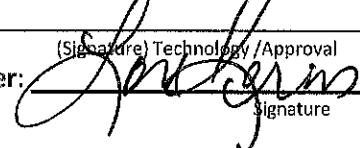
**Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE**

Principal and Director or Administrator:   
Signature

Does this Contract/Agreement utilize technology? No  Yes

Has it been reviewed by the Chief Technology Officer? No  Yes

If yes, Approved by: \_\_\_\_\_  
(Signature) Technology /Approval

Leadership Team Member:   
Signature

Funding Source: \_\_\_\_\_  
Description OCAS Coding

- Process: PLEASE FOLLOW ALL STEPS
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
  2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
  3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
  4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on \_\_\_\_\_"  
Date of Board Meeting
  5. Attach this form with Contract/Agreement and Board Memo
  6. The appropriate Leadership Team Member will review and submit to the Contract Committee
  7. Keep copy for your records

*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 8:30a.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 Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

AGREEMENT  
Between

Oral Roberts University  
Acting for and on behalf of its  
TEACHER EDUCATION PROGRAM(S)

And

BROKEN ARROW PUBLIC SCHOOLS

For

TEACHER EDUCATION PROGRAM

THIS AGREEMENT is made and entered into on this \_\_\_\_day of \_\_\_\_\_, 2021, ending July 31, 2022. By and between acting for Oral Roberts University (ORU), on behalf of its Teacher Education Program and Broken Arrow Public Schools (BAPS).

WITNESSETH:

**SECTION 1.** BAPS agrees to provide the authorization, supervision, and instruction of ORU student teachers/observers participating in ORU's Education Program and to provide observation and participation activity in the Teacher Education Program.

**SECTION 2.** BAPS agrees to accept for assignment to cooperating teachers in the public schools an agreed upon number of students enrolled in ORU's Education Program course. BAPS further agrees the cooperating teacher will give direct supervision to the student teacher/observer assigned and will work with a faculty member assigned by xxx in directing and evaluating the student teacher/observer experience.

ORU further agrees to provide student teacher/observer supervision, instruction, mentoring or assistance, as needed by various staff members to enhance and develop the student teacher's/observer'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 teacher/observers will be coordinated through Lindsay Drake, Senior HR Recruitment/Staffing Coordinator (ldrake@baschools.org). If a student teacher/observer fails to comply with the requirements of this Agreement or to perform to BAPS's satisfaction, ORU will be contacted and so informed. If such issues are not resolved to BAPS's satisfaction, ORU will, upon written request by BAPS, immediately remove that student teacher/observer from the school.

**SECTION 4.** ORU and its student teachers/observers will comply with all applicable federal and state laws and regulations and will comply with all BAPS policies, rules and regulations and all ORU procedures while on BAPS premises or performing services under this Agreement. ORU and its student teachers/observers 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.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action arising out of or relating to this Agreement or to its breach shall be brought only in the federal or state courts sitting in Tulsa County, Oklahoma, and both parties submit to the exclusive jurisdiction of such courts. Nothing contained herein shall constitute a waiver by either party of sovereign immunity or of immunity or benefits afforded by the Eleventh Amendment to the constitution of the United States of America.

**SECTION 6.** Each party shall be responsible for its own acts and omissions and the acts and omissions of its student teachers/observers, employees, officers, directors, agents and contractors. A Party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the other party's acts or omissions, or the acts or omissions of the other party's student teachers/observers, employees, officers, directors, agents or contractors, including negligent or intentional acts or omissions, or failure to perform any of their obligations under this Agreement.

**SECTION 7.** 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 ORU and BAPS or any of their respective employees, student teachers/observers or agents. BAPS and ORU shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. ORU agrees and affirms that all ORU employees entering upon BAPS 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 BAPS shall, in no event, be required to provide such coverage for ORU's student teachers/observes and employees.

**SECTION 8.** BAPS and ORU agree that student safety is a top priority. In an effort to protect the student's safety, ORU agrees that it will not place any individual on BAPS property, whether as a student teacher/observer, officer, agent, employee or contractor, if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. ORU hereby certifies that none of its student teachers/observers and none of its employees working on BAPS property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippe Violent Offender Registration Act. All ORU employees and student teachers/observers must have in their possession, at all times, a current photo ID which identifies them as a student teacher/observer or employee of ORU and, if required by BAPS, a BAPS photo ID authorizing access to a specific BAPS site. If at any time a student teacher/observer or ORU employee demonstrates actions which are inappropriate or create a disruption within a school, the principal may require that such person leave BAPS property and not return without specific permission of the principal and/or the Executive Director of Elementary or Secondary Education.

**SECTION 9.** Neither BAPS, nor its employees, shall receive compensation from ORU for services performed under this Agreement in support of ORU's Teacher Education Program. ORU may, however, with BAPS's consent, provide cooperating teachers a tuition waiver to enroll in an ORU course upon completion of their supervision of a student teacher/observer.

**SECTION 10.** 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 ORU: Oral Roberts University  
Attn: Kathaleen Reid-Martinez, Provost  
7777 S. Lewis Ave., Tulsa, OK 74171

If to BAPS: Broken Arrow Public Schools  
Attn: Superintendent  
701 S. Main Street, Broken Arrow, OK 74012

With a copy to: Broken Arrow Public Schools  
Attn: Lindsay Drake  
Senior HR Recruitment/Staffing Coordinator

**SECTION 11.** 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 12.** Either party may terminate this Agreement, without cause, upon sixty (60) days written notice. Student teachers/observers enrolled in ORU's Teacher Education Program and assigned to a BAPS site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.

IN WITNESS WHEREOF, ORU and BAPS have executed this Agreement as of the day and year first written above.

Oral Roberts University  
Acting for an on behalf of it's  
TEACHER EDUCATION PROGRAM

By: *Kathleen Reid-Martinez*  
Name: *Kathleen Reid-Martinez*  
Title: *Provost*

Broken Arrow Public Schools

By:  
Name:  
Title:

Approved as to Form: