

**Memorandum of Understanding  
Broken Arrow Public Schools and Northeastern State University  
Early College High School  
AY 2021-2022**

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## Memorandum of Understanding

Broken Arrow Public Schools

And

Northeastern State University

This Memorandum of Understanding ("MOU") is between Northeastern State University ("NSU"), and Broken Arrow Public Schools (BAPS). Its purpose is to set forth the responsibilities and obligations of the parties with regard to Early College High School (ECHS) program. The goal of this program is to serve Broken Arrow High School students in an environment that will facilitate their transition to higher education.

BAPS Early College High School program provides students with high quality education at the freshman and sophomore levels using certified BA High School teachers on the NSU Broken Arrow campus. Ideally, these students will be well prepared to enter Concurrent Enrollment or Cohort classes at the Junior level to earn transferable college credits while also satisfying high school course requirements through dual-credit with Tulsa Community College. Through the program, students gain access to NSU Broken Arrow classrooms and laboratories and can take advantage of opportunities such as writing labs, math labs, academic and career advisement, and library assets.

### **1. Purpose**

The purpose of this agreement is to outline roles and obligations of BAPS and NSU in executing the Early College High School program on the NSU Broken Arrow Campus.

### **2. Term**

The agreement will be in continuous effect beginning in the semester in which the memorandum of understanding is signed unless terminated in writing by either institution. Either party shall have the right to terminate this MOU with or without cause by giving one hundred eighty (180) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. The parties agree to work in good faith to avoid any such termination. The rationale for the requested termination should be stated with the request, and the parties will attempt to resolve any disputes in a mutually satisfactory way.

### **3. Operations**

#### **Broken Arrow Public Schools will ensure the following conditions**

- Establish criteria and select high school students to attend classes on the Broken Arrow Campus.
- Provide round-trip transportation for students between the BA High School and Freshman Academy and the NSU Broken Arrow campus.
- Provide breakfasts and lunches as required to eligible BAPS students. Arrange for lunches from BAPS to be available on the NSU Broken Arrow campus.
- Provide curriculum and teachers for BA High School courses.

- Provide textbooks and supplemental materials as required to support the BA High School courses.
- Provide student laptops and IT support for BAPS-provided hardware and software.
- Provide expendable laboratory chemicals and supplies as needed to support BAPS laboratory science courses. Assume responsibility for safe transportation, storage, use, and disposal of any potentially hazardous materials used in laboratory classes.
- Provide proper handling, storage, and use of borrowed NSU laboratory equipment and supplies. Replace or reimburse NSU for any damaged laboratory equipment due to negligence or misuse.
- Comply with applicable NSU campus policies, practices, and procedures as outlined in the NSU student and faculty handbooks while students and faculty are on campus.
- Provide a mechanism for reimbursement of NSU for copier and any other administrative expenses incurred.
- Provide a mechanism for reimbursement of NSU for use of Banquet Hall, as well as prorated expenses for utilities, wear-and-tear of rooms and carpets, per the Room Use Agreement.
- Ensure teachers and any students eligible to drive purchase NSU parking stickers and park only in approved areas.
- Provide supervision and problem resolution for BAPS students and parents. Monitor and supervise students outside, in the Banquet Hall, and Hawks Nest Café during lunch periods.
- Provide a process for students to receive necessary medication, medical care, psychological counseling, or other care routinely provided by BAPS.
- Provide ADA accommodations as necessary for BAPS students while attending classes on the NSU Broken Arrow campus.
- Designate an on-site BAPS Administrator, Counselor, and Administrative Assistant for NSU Broken Arrow to coordinate issues and facilitate problem resolution.

Northeastern State University will ensure the following conditions

- Provide eight classroom spaces for instruction that will be available from 7:30am – approximately 2:00pm Monday through Friday each week during the BAPS academic year. Provide three additional classrooms on Friday for BAHS student enrolled in Concurrent classes on the NSU BA campus.
- Provide audio-visual equipment and software in classrooms required for BAPS course delivery and instruction.
- Provide one science laboratory for BAPS use. Provide storage space in the laboratory for BAPS supplies.
- Make the Banquet Hall in the Administrative Services building available for ECHS students to eat lunch. Set up tables and chairs to accommodate approximately 120 students for two lunch periods.
- Provide custodial service for the Business and Technology building and Banquet Hall to manage additional cleaning and disinfecting requirements for classrooms, restrooms, and common areas.
- Provide access to the STEAM lab in collaboration with COE faculty and teacher candidates.
- Provide open, wireless internet access for student and teacher use.

- Provide secure storage in the classrooms for BAPS instructional materials and supplies.
- Make student and teacher badges with unique and readily identifiable NSU and BAPS approved design. Teacher badges may be coded, as appropriate, for room or laboratory access and for copier billing.
- Provide adequate safety and security by Campus Police while faculty and students are on-site.
- Provide access to the NSU Broken Arrow bookstore and café for purchase of food, snacks, and soft drinks by BAPS students and teachers.
- Provide occasional administrative support to help facilitate program operations. This includes relaying messages from parents to teachers, assisting with making photocopies, and other light administrative tasks.
- Designate a representative, usually the Campus Dean, as the liaison between NSU Broken Arrow and BAPS to coordinate issues and facilitate problem resolution.
- Provide, prior to the start of the academic year, an orientation for BAPS faculty. The orientation should include a tour of the campus, information about parking, keys to rooms, introductions to appropriate personnel, computer and audio-visual system passwords and IDs, printer access, and other information that may be unique to the site that teachers will need to teach their classes.
- Assist BAPS with student and parent orientation.

#### Cooperative

- Collaborate to provide program information, communication, promotional materials, and activities.
- Work together to uphold the highest standards of excellence in a positive learning environment.
- Continually assess the elements of the program through regular meetings and reviews.

#### **4. Liability**

Each party to this Agreement will be responsible for its own negligent acts or omissions and those of its employees, officers, volunteers or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does either party assume any responsibility to the other party for the consequences of any act or omission of any person or entity not a party to this Agreement. The terms of this provision shall survive the termination of the Agreement.

#### **5. Independent Capacity**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

We agree to the conditions and responsibilities and indicate by our signatures our commitment to provide quality courses in a Higher Education environment for Broken Arrow students.

\_\_\_\_\_  
Mr. Steve Allen  
BA Board of Education President

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Dr. Steve Turner, President  
Northeastern State University

Date: 6/22/21

## **ROOM USE AGREEMENT**

Broken Arrow Public Schools (BAPS)  
And  
Northeastern State University (NSU)  
Academic Year 2021-22

### **NSU CLASSROOM SPACES RESERVED FOR BAPS**

NSU will provide the following rooms for the use of BAPS in the Early College High School program.

- Classrooms in the Business and Technology building (BABT) Monday-Friday 7:30am - 2:00pm
  - 121
  - 127
  - 128
  - 130
  - 135
  - 224
  - 225
  - 226
  
- Additional classrooms in the BABT building Friday 7:30am – noon
  - 218
  - 221
  - 223
  
- Laboratory space in Science building (BASC) Monday – Friday 7:30am – 2:00pm
  - 250

### **BANQUET HALL RESERVED FOR BAPS**

NSU will reserve the Banquet Hall in the Administrative Services building (BAAS) for BAPS use as a dining room for student lunch periods. Chairs and tables will be provided and can be arranged to suit BAPS needs. Use of the Banquet Hall by BAPS will normally be between the hours of 10:00am and 2:00pm Monday through Friday. BAPS faculty will be responsible for supervising students in the Banquet Hall.

NSU may plan events for evening hours during the school week. Every effort will be made to reset the room for BAPS use the following day. On occasion, NSU may require use of the Banquet Hall for University events that will interfere with BAPS lunch. NSU will provide as much lead time as possible to notify BAPS of the conflict and allow students to eat in their classrooms.

The Banquet Hall is equipped with an audio-visual system that may be used by BAPS during lunchtime for presentation or educational purposes. Only NSU employees or BAPS teachers who have been trained on proper setup and use of the Banquet Hall AV equipment are allowed to operate the system.

The Banquet Hall has been one of three spaces at the NSU Broken Arrow Campus typically rented to outside groups for events. As the use of the Banquet Hall by BAPS will preclude NSU from allowing most rentals, BAPS will pay a prorated fee for use of the Banquet Hall.

### **AUDIO - VISUAL EQUIPMENT**

Basic audio-visual equipment is available in classrooms. BAPS teachers will be assigned an NSU guest log-in to access the AV equipment and IT support is available upon request to resolve problems related to NSU equipment. Teachers may not modify the IT or AV system configurations in classrooms to avoid introducing IT problems that will interfere with NSU evening classes.

### **WI-FI SYSTEM**

NSU will provide an unsecure WI-FI system with access points to allow BAPS students and faculty to operate their Chromebooks. A network upgrade with additional access points will be required to support the additional students in the 2021-22 school year. BAPS will reimburse NSU for this one-time expense.

### **UTILITIES**

NSU will, to the best of its ability, ensure classroom, lab and banquet hall heating, ventilation, and air conditioning systems maintain comfortable temperatures. Water, sanitation, and electrical systems will also be properly maintained to assure available utilities for BAPS. BAPS will reimburse NSU for a prorated amount based on usage of utilities.

### **WEAR-AND-TEAR**

BAPS use of the NSU classrooms, Banquet Hall, and public spaces will increase the level of wear-and-tear experienced on the spaces, particularly carpets. BAPS will pay a prorated amount to help fund carpet replacement and normal wear-and-tear on the spaces.

### **CUSTODIAL**

NSU will hire one additional full-time custodian to ensure sufficient labor to clean and disinfect the Business and Technology building and Banquet Hall.

### **GENERAL SPACE POLICIES**

1. BAPS may bring in and distribute meals for their eligible students at NSU. All other food and beverage service within the University must be supplied by Sodexo.
2. Northeastern State University is a Tobacco-Free Campus. Smoking and use of all tobacco products are prohibited inside University Facilities and on the grounds.
3. Animals are not allowed in University facilities, with the exception of service animals for individuals with ADA disabilities.
4. Damage to spaces or NSU equipment in those spaces due to negligence or intention will result in charges to BAPS for reimbursement of NSU for repairs or replacement of damaged items.
5. Any items brought to campus by BAPS teachers or students remain their responsibility. NSU will not be held liable for any damage or loss to such items.
6. NSU Campus Police have jurisdiction on the campus and are responsible for all security issues on campus.
7. Federal law requires all employees to be mandatory reporters of allegations of sexual harassment, including but not limited to: misconduct on the basis of sex, sexual assault, dating violence, domestic violence, or stalking. For more information on the May 2020 Title IX Regulations, or to report any issues or concerns, employees, volunteers, parents or guardians may contact: Compliance Coordinator- Northeastern State University Phone: 918-444-2120 [titleix@nsuok.edu](mailto:titleix@nsuok.edu).
8. Campus closures due to weather or unforeseen circumstances will be announced on local media and on the nsuok.edu website.

**COSTS**

12 Classrooms	\$0	
Banquet Hall Rental	\$52,325	½ day rental rate discounted by 50%
Banquet Hall Carpet	\$4,000	50% prorated annual cost, 5-year replacement (NSU pays 50%)
BABT Carpet	\$5,000	50% prorated annual cost, 10-year replacement (NSU pays 50%)
Full-time Custodian	\$32,000	Cleaning BABT and Banquet Hall
Utilities	\$32,986	50% prorated cost of BABT utilities (NSU pays 50%)
Wifi	\$8,162	Network and Access Point upgrades (2021 only)
<b>TOTAL</b>	<b>\$134,473</b>	

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Mr. Steve Allen  
BA Board of Education President

Date: \_\_\_\_\_



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Dr. Steve Turner, President  
Northeastern State University

Date: 6/22/21