



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 1/29/24

Contract/Agreement Vendor:

Next Level Athletics Josh Jackson

Name of Vendor & Contact Person

joshjack95@gmail.com

Vendor Email Address

Internship program

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.

Internship for high school students

Reason/Audience to benefit

2/12/24

BOE Date

no cost

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:

Cabinet Team Member:

Funding Source:

n/a

Fund/Project

n/a

OCAS Coding



Consent



Action

Accept and Approve the new MMOU between Broken Arrow Public Schools and Next Level Athletics. This is part of the internship program at Broken Arrow High School. 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.



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 1/29/24

Contract/Agreement Vendor:

Next Level Fitness Josh Jackson

Name of Vendor & Contact Person

joshjack95@gmail.com

Vendor Email Address

Internship program

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.

Internship for high school students

Reason/Audience to benefit

2/12/24

BOE Date

NO COST

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:

Cabinet Team Member:

Mark Dyer

Funding Source:

Fund/Project

NIA

OCAS Coding



Consent



Action

Accept and Approve the new MMOU between Broken Arrow Public Schools and Next Level Fitness. This is part of the internship program at Broken Arrow High School. This is a 3 year agreement. This being year 1 of 3. 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.



MASTER MEMORANDUM OF UNDERSTANDING

Between

Independent School District No. 3 of Tulsa County, Oklahoma, Broken Arrow Public Schools

and

Next Level Athletics

for

Internship Program (BAPS Program)

This MASTER MEMORANDUM OF UNDERSTANDING (MMOU) is created and entered into by and between Independent School District No. 3 of Tulsa County, Oklahoma, Broken Arrow Public Schools, herein after referred to as "The District," and Next Level Athletics referred to as "The Provider," collectively referred to as "The Parties."

1. Purpose. The purpose of the MMOU is to establish a working arrangement and agreement between the District and the Provider for educational and enrichment programs and services the Provider may furnish to the students and the learning community of the District.
 - a. This MMOU shall serve as the overarching master agreement between the Parties.
 - b. This MMOU sets forth the understandings, intentions, and master governing terms, conditions and provisions for the program(s) and services that the District and Provider may mutually agree to during the term of this MMOU.
2. Mutual Benefits and Interests. The programs and/or services the Provider offers will help to support the District's commitment toward ensuring that every child has an opportunity-rich learning environment and experience, and support the mission to graduate 100% of BAPS students, college and/or career ready.
3. Working Agreement. The Parties agree this MMOU shall serve as the master agreement for all programs and services offered, and no further master agreement shall be required, provided all programs and services are communicated and approved by a specific written Participating Addendum for each program or service, approved by the designated administrative personnel for each Party. Depending on the programs and fees, the District's Board of Education may need to approve a Participating Addendum.
 - a. The terms, conditions, and all provisions of this MMOU shall be applicable to all programs and services as defined in and by each Participating Addendum. Where conflicts between the Participating Addendum and MMOU occur, the MMOU terms and conditions shall prevail.
 - b. The Provider agrees to furnish all labor, materials, resources, goods, services, and insurance for all programs and services as described in each program's Participating Addendum.
 - c. Where it is in the best interest of the PARTIES, the PARTIES may solicit and secure outside or third-party funding for the programs(s). The Participating Addendum must clearly identify and describe all funding sources including, but not limited to, third-party funding and District funding source(s), if applicable. d. Funding and Payment
 - 1) Where the District is solely responsible for the direct payment of fees, expenses and services, the Provider agrees not to furnish any labor, materials, resources, goods or services, without first obtaining a (1) signed Participating Addendum, and (2) a valid District purchase order for the program expenses in the fiscal year in which the program is offered. The District's fiscal year begins on July 1st and ends on June 30th •
4. Privacy and Security. To provide a safe and secure environment for the students, Provider agrees it will act under this MMOU in compliance with 70 O.S. §6-101.48.
 - a. Provider will not permit any employees under its authority to come onto school premises for any activity covered by this MMOU if that person is currently registered or required to register under the Oklahoma Sex Offenders Registration Act, or the Mary Rippy Violent Crime Offenders Registration Act; and



- b. Provider agrees that where work is to be performed by a company employee, which would otherwise be performed by a school employee on a full-time or part-time basis, the company shall not permit any person(s) to work on school premises, if said employee has been convicted in this state, the United States, or another state of a felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the offense.
- c. Provider's agreement to and acceptance of the MMOU, as evidenced by the signature(s) below, serves as Provider's statement of compliance with the requirements of Title 70 O.S. §6-101.48(3).
- d. Provider agrees to require all persons under its authority to register through the District's visitor tracking system and clearly display the printed visitor badge while performing activities described in this MMOU on school premises.
- e. Provider 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).
- 1) A student's social security number or student identification number, race/ethnicity, citizenship, nationality, gender, grades, or class schedule is always protected information which should solely be used internally, and even then, only when essential and among authorized individuals, and which should never be shared with any third party.
 - 2) Other records that are directly related to a student or students are also considered educational records that are protected under FERPA. They can be items that contain a student's name, or several students' names, or information from which an individual student or students can be personally (individually) identified. Educational records include files, documents, and materials in whatever medium (handwriting, print, monitor screen, tapes, disks, film, microfilm, microfiche, or notes) that contain information directly related to students and from which students can be personally identified. No educational record should ever be shared with a third party without express written permission from the parent or guardian (if the student is under the age of 18), or the student (if the student is age 18 or older).
 - 3) Provider agrees that no one under its authority shall gather, release, or make public in any way any information related to or that could lead to identification of a student. This includes taking photographs, making recordings (video and/or sound), collecting student's written or oral statements, or using records made in connection with the activities that are the subject of this MMOU. 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).
5. Limitation of Liability and Indemnification. Provider agrees to defend, save, indemnify, and hold the District harmless from any actual or alleged third-party claims, demands, causes of action, liability, loss, damages, and/or injury, arising out of any intentional acts, omissions, negligence, or willful misconduct of Provider's personnel, employees, agents, contractors, independent contractors, or volunteers in connection with the performance of the activities described in this MMOU.
- a. Where Provider is a public entity, i.e. the State of Oklahoma, an institution of Oklahoma higher education, a county or city, or political subdivision of the State of Oklahoma, the District recognizes the sovereign immunity and limitations of liability afforded the public entities under Oklahoma law and the Oklahoma Governmental Tort Claims Act. Therefore, this indemnification and any limitation of liability for Oklahoma public Provider shall only be applicable to the extent permitted under the constitution and laws of the State of Oklahoma.
6. Insurance Requirements. The Provider agrees to furnish and maintain for the duration of this agreement the following insurance, as checked:
- a. ☐ Section 5 a. applies to the Provider. The District recognizes and accepts Provider's limited liability and sovereign immunity.
 - b. ☒ General Liability Insurance: \$1,000,000 each occurrence (combined single limit for bodily injury and property damage); \$2,000,000 general aggregate.
 - c. ☒ Professional Liability Insurance: \$1,000,000 each occurrence; \$2,000,000 general aggregate. (Required for professional services, e.g. medical, counseling, etc.)
 - d. ☒ Business Auto Liability: Business automotive property and liability coverage for all owned, leased, hired, and furnished vehicles at a minimum of \$1,000,000 combined single limit per accident. (If Provider will furnish transportation or utilize company vehicles on school premises for student/employee access.)
 - e. ☒ Workers' Compensation*: Workers' Compensation insurance in accordance with the Oklahoma Statutory requirements for Workers' Compensation. Required if Provider will have employees working on District premises.



7. Points of Contact and Program Designees.

- a. The principal address for Broken Arrow Public Schools is 701 S. Main St., Broken Arrow, Oklahoma 74012.
- b. The principal address for Provider is:

9525 E 51st Street

Street Address

Tulsa, OK 74145

City/State/Zip

c. Designated approvers of Participating Addendum

<u>For the District:</u>	Chuck Perry, Superintendent
	Dr. Karla Dyess, Deputy Superintendent
	Sharron James, Executive Director of Secondary Education
	Crystal Barber, High School Principal
<u>For the Provider:</u>	

d. Points of Contact

Next Level Athletics

Provider (Agency Name)

Broken Arrow Public Schools

Crystal Barber

Josh Jackson

Primary Contact

Owner

Primary Contact's Title

joshjack95@gmail.com

Primary Contact's Email Address

Primary Contact's Phone

918-720-8835

Primary Contact

High School Principal

Primary Contact's Title

cbarber@baschools.org

Primary Contact's Email Address

Primary Contact's Phone

(918) 259-4701

8. General Provisions.

- a. The programs offered by the Provider, pursuant to this MMOU and accompanying Participating Addendum, are for the educational and enrichment benefit of the students and participants of the programs and not directly for the benefit of the District.
- b. The Provider understands and agrees that all program fees and expenses, paid directly by the District to the Provider, must be established and approved by means of a signed Participating Addendum (PA), or as an Attachment A, and a valid District-issued purchase order. The executed PA and purchase order must be received by the Provider prior to furnishing any services. The purchase order is only valid for the



- 1) Provider agrees to furnish the District with a proper itemized invoice, as defined by the State of Oklahoma, for authorization of payment of claims by public schools. The District's purchase order number must be referenced on the invoice. Invoices may be emailed directly to the Broken Arrow Public Schools, Accounts Payable Department at finance@baschools.org. Payment terms shall be forty-five (45) days after the receipt of a proper itemized invoice.
- 2) Unless otherwise stated herein, this MMOU does not authorize any expenditure of funds or obligate the District to expend, exchange, or reimburse funds, services, or supplies, or transfer anything else of value for the services provided.

As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 1114, and as supplemented in the Department of Labor regulations (41 CFR Part 60 et. seq.) are incorporated into this Agreement. The Provider represents that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, sex, political beliefs, or veteran status; Provider does not maintain nor provide for its employees any segregated facilities, nor will the Provider permit its employees to perform services at any location where segregated facilities are maintained. In addition, the Provider

c. agrees to comply with the applicable provisions of Section 504 of the Rehabilitation Act, if applicable to the services provided.

d. Provider agrees that it will not claim or imply that the District endorses the sale or purchase of its services.

e. Provider agrees not to use the District's trademarked logos without the expressed written authorization from the District's Communication Department. The Provider is not authorized or licensed to use the District's licensed "BA" logos. Provider agrees and understands that it is not licensed to use the "BA" logo. Provider agrees not to use, display or reference on any printed material, electronic or digital media, including social media, or the District's high school mascot.

f. This MMOU in no way restricts either party from participating in any activity with other public or private agencies, organizations, or individuals.

g. This MMOU does not create or form a joint venture or partnership between the PARTIES. Furthermore, this MMOU shall not be construed to create an employment or agency relationship between the Provider and the District, or any of their respective employees or agents. The Provider and the District shall, at all times, act and function pursuant to this MMOU and hold themselves out as independent contractors.

h. officers, employees, Provider agrees to and asserts that there exists no conflict of interest by and any agent(s) of the Provider and the school district, and its board of education between the owners, members, officers, directors, principals, employees, and agent(s). Furthermore, no District board member, officer, director, principal, employee or agent(s) has been offered or received anything of monetary value in exchange for this MMOU, PA, contract, agreement and associated payments.

i. entering upon the District's property under the provisions of this MMOU, shall be covered by workers' To the extent required under Oklahoma law, Provider agrees and affirms that all of its employees, compensation insurance. The District shall not provide workers compensation coverage for Provider, its employees, volunteers, subcontractors, or agents. The District shall not be liable for injury to Provider's employees and volunteers.

j. This MMOU shall be made and construed in accordance with the laws and regulations of the State Oklahoma and Tulsa County.

k. This MMOU shall be effective on February 13, 2024, or on execution and approval by the Board of Education of the District, whichever occurs last, and shall end on **June 30, 2024**. To remain valid, this MMOU may be renewed annually by the Parties by written renewal. Either party may cancel this MMOU and associated PA(s) with thirty (30) days written notice to the other party by certified mail, email, or hand-delivery method. This MMOU may be extended for an additional three (3) year period by mutual consent of both parties and by acceptance of a renewal agreement.

The PARTIES do hereby acknowledge and agree to the terms of this MMOU.

Witnessed:

Broken Arrow Public Schools, ISD. No. 3
President of the Board of Education

Josh Jackson

Next Level Athletics

Signature

Signature

Date

Date

Next Level Athletics

Signature

Date

President of the Board of Education



Signature
1/30/24

Date

Revised Oct 2022

Brown, Janet L

From: Williams, Julie K
Sent: Wednesday, February 7, 2024 3:21 PM
To: Brown, Janet L; Keigley, Nikkoli M; James, Sharon
Subject: Fwd: Next Level Athletics

Here is the write up for Next Level Athletics? Can someone please put it with the contract for me?

Thank you!

Julie
Get [Outlook for iOS](#)

From: Stubblefield, Marla <mstubblefield@baschools.org>
Sent: Wednesday, February 7, 2024 2:05 PM
To: Williams, Julie K <jwilliams@baschools.org>
Subject: RE: Next Level Athletics

Hey Julie,

Here is a more extensive list of what the interns will be working on while at Next Level:

1. Organizing gym equipment and storage equipment
2. Helping set up group classes / clean up group classes
3. Checking students in for classes
4. Assisting trainers in their class (grabbing equipment, timing exercises, helping athletes, etc)
5. Social media posts and interactions to promote business
6. Management assistance (emails, promotions, marketing, etc)

Warmly,

Dr. Marla Stubblefield, BHCMII
Career Counselor / Internship Coordinator
College and Career Office
Broken Arrow High School
1901 E Albany -- Main 122
Broken Arrow, OK 74012
W: 918.259.4726
C: 918.814.8844

