

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 03/28/2024

Contract/Agreement Vendor: The University of Tulsa/Emily Price
Name of Vendor & Contact Person

emily-price@utulsa.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

04/15/2024
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Lindsay Drake/Andrea Jackson ESC/HR

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

Cabinet Team Member:

Funding Source: GENERAL PRJ 180 FUNCT 2571 OBJ 340
Fund/Project OCAS Coding

Consent Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and The University of Tulsa, to allow education students the ability to complete their student teaching within BAPS. Cost to the District is \$16.45 for criminal background check per student intern.

Action The agreement between the District and The University of Tulsa will continue for the 2024-2025 school year.

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.



THE UNIVERSITY OF TULSA
Department of Education

March 1, 2024

RE: Memorandum of Understanding for Classroom Student Teachers

Attached is the 2024-2025 academic year Memorandum of Understanding with The University of Tulsa for Student Teachers. Please obtain the appropriate signatures on this MOU from your Superintendent and Board President.

After signatures are obtained, please keep a copy for your records and return a signed copy to the Department of Education at TU by one of the following methods:

Return by US mail to:

Emily Price
Department of Education
The University of Tulsa
800 S. Tucker Drive
Tulsa, OK 74104

Return scans by email to: emily-price@utulsa.edu

If you have questions regarding the MOU, please reach out to me directly:

Email: jolly-meadows@utulsa.edu

Phone: (918) 631-2752

Thank you for your assistance.

Sincerely,

Dr. Jolly Meadows
Coordinator of Field Services
Department of Education at the University of Tulsa

AGREEMENT

Between

UNIVERSITY OF TULSA
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 1st day of July 2024, by and between **THE UNIVERSITY OF TULSA, acting on behalf of its Teacher Education Program ("University")**, and **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a BROKEN ARROW PUBLIC SCHOOLS ("BAPS")**.

WITNESSETH:

SECTION 1: BAPS 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: BAPS 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. BAPS 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.

BAPS 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 BAPS building administrators and University's Department of Education Coordinator of Field Services. If a student teacher fails to comply with the requirements of this

Agreement or to perform to the satisfaction of BAPS, the University will, upon written request by BAPS, 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 BAPS policies, rules, and regulations (available for review at www.baschools.org) while on BAPS 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: To the extent allowed by law, each party shall save and protect the other, and indemnify the other from all legal liability resulting in injury, death, or damages, including costs and attorney fees, caused by or arising out of the indemnifying party's negligent or willful misconduct in the supervision of students pursuant to this agreement or resulting from the negligent or intentional acts or omissions of the parties, its student teachers, officers, agents, employees or contractors.

SECTION 6: 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 BAPS or any of their respective employees, student teachers or agents. BAPS 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 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 the University's student teachers and employees.

SECTION 7: BAPS 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 BAPS 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 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. The University shall submit written proof to BAPS that all student teachers and faculty supervisors coming on to BAPS property have passed background checks. While there is no drug/alcohol screening requirement for the University student teachers and faculty supervisors, they shall be subject to drug/alcohol testing pursuant to the District's policies and regulations regarding such matters as if they are employees of the District (www.baschools.org) 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 BAPS, a BAPS photo ID authorizing access to a specific BAPS site. If at any time a student teacher or University 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 District personnel.

SECTION 8: Neither BAPS, 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 BAPS'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 9: 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: **The University of Tulsa**
 Department of Education
 ATTN: Jolly Meadows
 Coordinator of Field Services
 800 South Tucker Drive
 Tulsa, OK 74104
 jolly-meadows@utulsa.edu

If to BAPS: **Broken Arrow Schools (BAPS)**
 Attn: Superintendent
 701 South Main Street
 Broken Arrow, OK 74012

With a copy to: **Broken Arrow Public Schools (BAPS)**
 Attn: _____
 701 South Main Street
 Broken Arrow, OK 74012

SECTION 10: 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 11: This Agreement is for a period of one (1) year beginning July 1, 2024, and ending June 30, 2025. 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 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, the University and BAPS have executed this Agreement as of the day and year first written above.

**THE UNIVERSITY OF TULSA,
acting for and on behalf of its
TEACHER EDUCATION PROGRAM**

By: Kirsten Olds
Name: Kirsten Olds
Title: Interim Dean, Henry Kendall College of Arts & Sciences

By: Josh Corngold
Name: Josh Corngold
Title: Chair, Department of Education

“UNIVERSITY”

**INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OKLAHOMA, a/k/a
BROKEN ARROW PUBLIC SCHOOLS**

BROKEN ARROW PUBLIC SCHOOLS BOE

By: _____
Name (print): _____
Title: Broken Arrow Public Schools BOE President

BROKEN ARROW PUBLIC SCHOOLS

By: _____
Name (print): _____
Title: Broken Arrow Public Schools Superintendent

“BAPS”