

AGREEMENT
Between
NORTHEASTERN STATE UNIVERSITY
Acting for and on behalf of its
COLLEGE OF EDUCATION
And
BROKEN ARROW PUBLIC SCHOOL

EDUCATION PROFESSIONALLY IMMERSED in CO-TEACHING

THIS AGREEMENT is made and entered into as of July 1, 2021, by and between the **NORTHEASTERN STATE UNIVERSITY**, acting for and on behalf of its College of Education ("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 University's teacher candidates who are completing their student teaching portion of their education and who are participating in the University's Education Professionally Immersed in Co-Teaching (EPIC) ("Program"). Those teacher candidates are referred to as the "participants." BAPS agrees to participate in the Program.

SECTION 2: Subject to the last paragraph of this Section 2, BAPS agrees to accept for assignment to cooperating teachers (mentor teacher) at the public school sites selected by BAPS, the participants in the Program. BAPS further agrees the cooperating teacher will give direct supervision to the participant 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 reasonably determined by BAPS to be appropriate to enhance and develop the participant'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.

The University shall initially determine the number and identities of the participants. BAPS shall have the final authority, in its discretion, to accept or reject any of the participants for participation in the Program and BAPS will notify the University of any rejections on or prior to August 10, 2020. The Identities, cellular telephone numbers and email addresses of the participants shall be listed on a roster of participants submitted by the University to BAPS.

SECTION 3: All arrangements for the placement or removal of student teachers will be coordinated through Director of Human Resources, 701 South Main Street, Broken Arrow Oklahoma, 74012. If a participant fails to comply with the requirements of this Agreement, the

guidelines of the Program, BAPS's policies concerning the conduct of its staff, or applicable law or rules or regulations, or if a participant is not performing his/her duties to the satisfaction of BAPS, the University will be contacted and so informed. If such issues are not resolved to BAPS's satisfaction, the University will, upon written request by BAPS, immediately remove that participant from BAPS's school site.

SECTION 4: The University and its participants will comply with all applicable federal and state laws and regulations and will comply with all BAPS policies, rules and regulations. The University and its participants 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. The University agrees to notify each participant, prior to the first day of class, of the requirements of the participant as set forth in this Agreement and as set forth in the Program's guidelines. BAPS has the right to require each participant to execute one or more acknowledgements of (a) the fact that the participant is an unpaid intern, and (b) the requirement that the participants comply with all applicable laws, rules, regulations, and guidelines.

SECTION 5: To the extent allowable by Oklahoma law, the University agrees to indemnify, defend and hold BAPS and its officers, administrators, board members and employees harmless from and against any and all claims, liability, loss or expense, including reasonable attorneys' fees, for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the University, its participants, officers, agents, employees or contractors. This indemnification shall survive the termination of this Agreement.

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, participants, students, 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 (a) 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 (b) BAPS shall, in no event, be required to provide such coverage for the University's employees or agents, or any participant.

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 participant, 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 it has conducted due diligence background searches and that none of its participants 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 Rippy violent Offender Registration Act. The University shall submit written proof to BAPS's Director of Human Resources that all participants and faculty supervisors coming on to BAPS property have passed background checks prior to their entering on BAPS property. Failure by the University to submit written proof shall not require BAPS to

With a copy to:

Broken Arrow Public Schools
Attn: Director of Human Resources
701 South Main Street
Broken Arrow, OK 74012

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: This Agreement is for a period of one (1) year beginning July 1, 2021, and ending June 30, 2022. Either party may terminate this Agreement, without cause, upon sixty (60) days' written notice. Participants enrolled in the 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.

NORTHEASTERN STATE UNIVERSITY,
acting for and on behalf of its **COLLEGE OF EDUCATION**

By: _____

Name: Steve Turner, PhD

Title: President

"UNIVERSITY"

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

By: _____

Name: _____

Title: President, Board of Education

"BAPS"