

Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 4/18/2022

Contract/Agreement Vendor:

Name of Vendor & Contact Person  
  
Vendor Email Address

**Accept and approve the agreement between Broken Arrow Public Schools and Chinowth & Cohen Realtors for their Apprenticeship and Licensing**  
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.

Reason/Audience to benefit

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:

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

Leadership Team Member:

Funding Source:    
Fund/Project OCAS Coding

**Consent**

**Action**

Chinowth & Cohen Realtors Apprenticeship and Licensing Program is to prepare students for the world of work by providing an opportunity to earn a high school diploma and obtain occupational training and employability skills. This is an unpaid internship.

**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.*

## MEMORANDUM

To: Mr. Chuck Perry

From: Amanda Grace

Date: May 9, 2022

Re: Chinowth & Cohen Realtors Apprenticeship and Licensing Program

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### SUBJECT

Accept and approve the agreement between Broken Arrow Public Schools and Chinowth & Cohen Realtors for their Apprenticeship and Licensing Program. There is no cost to the district.  
A. Grace

### ENCLOSURE/ATTACHMENTS

See attachments

### SUMMARY

Chinowth & Cohen Realtors Apprenticeship and licensing Program is to prepare students for the world of work by providing an opportunity to earn a high school diploma and obtain occupational training and employability skills. This is an unpaid internship.

### FUNDING

Not Applicable

### RECOMMENDATION

Approve

**Contract for Educational Services Broken Arrow Public Schools and CHINOWTH AND COHEN REALTORS *Apprenticeship and Licensing Program* School Year 2022-2023**

**I. The Parties:** This document constitutes an agreement between CHINOWTH AND COHEN REALTORS and Independent School District No. 3 of Tulsa County d/b/a Broken Arrow Public Schools (School District).

**II. Program Mission/Goals:** The goal of the Broken Arrow Public Schools and CHINOWTH AND COHEN REALTORS Internship, Apprenticeship and Licensing Program is to prepare students for the world of work by providing an opportunity to earn a high school diploma and obtain occupational training and employability skills. This is accomplished through a cooperative agreement with School District.

**III. CHINOWTH AND COHEN REALTORS Obligations:**

- a. Provide quality educational/occupational services to eligible students as space is available (at specific job sites), that meet the requirements of the Oklahoma State Department of Education (OSDE).
- b. Work with School District to identify and recommend students for enrollment who desire to earn both high school credits and complete an Internship Program.
- c. CHINOWTH AND COHEN REALTORS agrees that Interns and/or Apprentices are temporary employees of CHINOWTH AND COHEN REALTORS and/or contracted temp agency.
- d. Meet on a regular basis with selected School District personnel for coordination and information purposes.
- f. Provide job training services for a minimum number of hours per regularly scheduled school day between the hours of 7:45 a.m. and 2:45p.m. in alignment with the Broken Arrow Public Schools' calendar. Students may intern outside the scheduled school day as agreed upon by company.
- g. Furnish required Program material and supplies.
- h. Provide school site lectures, training and mentorship to Interns and/or Apprentices upon agreed times between CHINOWTH AND COHEN REALTORS, and Broken Arrow Public Schools.
- i. Report attendance electronically to School District on a weekly basis.
- j. Report completion of learning objectives and training bi-annually (semester end).

**IV. School District's Obligations:**

- a. School District shall provide a single point of contact a staff member to work with CHINOWTH AND COHEN REALTORS Internship and/or Apprentice Supervisors to

- ensure accuracy of student records in relation to review of attendance, Internship/Apprenticeship performance and other assistance.
- b. School District will provide promotional materials and public relations for the Internship and/or Apprenticeships.
  - c. School District will issue diploma and complete transcript for students upon completion of requirements for graduation.
  - d. School District will provide opportunities for CHINOWTH AND COHEN REALTORS. to participate in recruiting students for Internships and/or Apprenticeships through existing college and career planning structures.
  - e. School District shall provide information for state and federal reporting at the time of enrollment and otherwise as needed.

**V. Program Staffing:** All staff, including the teachers, will be employees of Broken Arrow Public Schools. Program staff includes certified academic teachers, certified school counselor, certified school administrator, and essential support staff. CHINOWTH AND COHEN REALTORS will provide Advisory members for the purpose of continuous improvement in programming. CHINOWTH AND COHEN REALTORS will provide classroom guest speakers as arranged between CHINOWTH AND COHEN REALTORS liaison and designated Broken Arrow Schools' staff.

- VI. Project Evaluation:** Broken Arrow Public Schools will evaluate the success of the Internship and apprenticeship program using the following methods:
- a. Data analysis of program participants (as appropriate to the respective program) including:
    - i. Number applying
    - ii. Number accepted
    - iii. Number of certificates issued upon completion of program
    - iv. Number of licenses earned after completion of Internship/apprenticeship
    - v. Number of students that matriculated to next grade level in program
    - vi. Results of Parent and Student Satisfaction Surveys
    - Vii. Results of Employer Satisfaction Surveys
    - Vii. Number of students hired after graduation

**VII. Student Behavior - Attendance Expectations:**

- a. Students are to follow all business policies and procedures. Failure to do so will Students are expected to earn an appropriate number of credits in a school year.
- b. Students are expected to follow all of Broken Arrow Public Schools' student policies and procedures, including but not limited to its policies concerning behavior and conduct and disciplinary consequences for misconduct.
- c. Students who do not meet the requirements in VII. (a) and VII. (b) may be removed and dropped from Internship and/or Apprenticeship and referred back to School District, subject to appeal procedures available to other BAPS students.

d. CHINOWTH AND COHEN REALTORS internship/Apprenticeship is intended to serve students demonstrating a keen interest in a specific career path or high skill trade- related career paths. This group may include students who:

- i. Need more individualization
- ii. Are seeking an innovative or challenging curriculum with a work skill preparation component
- iii. Show high proficiency in technical trade skills

**VIII. Period of Agreement and Modification/Termination:** This Agreement will become effective when signed by all parties. The Agreement will terminate on June 30, 2022, but may be renewed, amended or terminated at any time by mutual agreement of the parties. A party may unilaterally terminate this Contract by giving the other party a minimum of thirty (30) days' notice by regular and certified mail to the Superintendent of Schools. If either party exercises the option to terminate the Program, it must fulfill all education and/or monetary or other obligations to the end of the school fiscal year for which this agreement is made.

**IX. No Indemnification and Liability:** By executing this Contract CHINOWTH AND COHEN REALTORS, and School District agree to work together to deliver services for eligible identified students. However, they are not "partners" to the extent that term encompasses joint and several liability. Each is responsible for its own employees, representatives, agents, subcontractors, and obligations arising from this Contract; each is responsible for its own defense and any resulting liability, in the event of claims.

**X. Governing Law:** This Contract has been made in the State of Oklahoma and shall be governed by the laws of Oklahoma.

**XI. Severability:** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision.

**XII. No assignment:** Neither party may assign its rights or delegate its duties under this Contract without the prior written consent of the other.

"CHINOWTH AND COHEN REALTORS

"SCHOOL DISTRICT"  
BROKEN ARROW PUBLIC SCHOOLS  
701 S. Main Street  
BROKEN ARROW, OK 74012

Kandy Kirk

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Kandy Kirk

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

Managing Broker - BA office of C&C

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

04/15/2022

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## Grace, Amanda J

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**From:** Kandy Kirk <kkirk@cctulsa.com>  
**Sent:** Friday, April 15, 2022 1:58 PM  
**To:** Grace, Amanda J  
**Subject:** FW: Intern Agreement Renewal  
**Attachments:** Chinowth and Cohen.pdf  
  
**Importance:** High

**CAUTION:** This email originated from outside of the district. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:bd8b5c6b-2413-3acf-af45-9c7bea1a2c3c>.

Here is the signed agreement. Thanks!

*Kandy Kirk*

Chinowth & Cohen Realtors  
Broker Manager – Broken Arrow Division  
2625 S Elm Pl  
Broken Arrow, OK 74012  
[kkirk@cctulsa.com](mailto:kkirk@cctulsa.com)  
918-259-0000 - office  
918-269-3450 - cell

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**From:** Grace, Amanda J <agrace@baschools.org>  
**Sent:** Friday, April 15, 2022 1:44 PM  
**To:** Kandy Kirk <kkirk@cctulsa.com>; Sheri Carhart <scarhart@cclitemail.com>  
**Subject:** Intern Agreement Renewal  
**Importance:** High

Good afternoon, ladies!

I have attached the new agreement for this coming school year, if you can please sign and email back to me I will get it to our Board of Education for approval. Thank you for agreeing to continue to provide opportunities to Broken Arrow students! We look forward to working with you again next school year.

Please let me know if you have any questions.

Thank you,

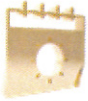
Amanda Grace



*Amanda Grace*

COORDINATOR OF COMMUNITY DEVELOPMENT

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