

# BROKEN ARROW PUBLIC SCHOOLS

*Educating Today*  *Leading Tomorrow*

Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 7.21.21

Contract/Agreement Vendor: Action Mechanical

Name of Vendor	
<u>Robin D'onofrio</u>	<u>479.452.5723</u>
Contact Person	Phone Number
Address	
City	State
<u>rdonofrio@action-mechanical.com</u>	Zip
Email address	
Date of services	

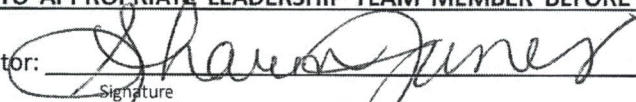
IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE :  
W9 \_\_\_\_\_  
And \_\_\_\_\_  
  
Vendor Registration  
\_\_\_\_\_

Person Submitting Contract/Agreement for Review: Sharon James ESC  
Name Site

Reason for Review: (New Agreement, Renewal...): Renewal

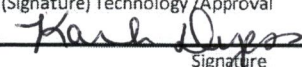
Audience/Group to benefit from Contract/Agreement: \_\_\_\_\_

**Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE**

Principal and Director or Administrator:   
Signature

Does this Contract/Agreement utilize technology? No  Yes   
Has it been reviewed by the Chief Technology Officer? No  Yes

If yes, Approved by: \_\_\_\_\_

Leadership Team Member:  (Signature) Technology / Approval  
Signature

Funding Source: n/a  
Description OCAS Coding

Process: PLEASE FOLLOW ALL STEPS

1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on 8/19/21"  
Date of Board Meeting
5. Attach this form with Contract/Agreement and Board Memo
6. The appropriate Leadership Team Member will review and submit to the Contract Committee
7. Keep copy for your records

*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 8:30a.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 Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

## MEMORANDUM

To: Dr. Janet Vinson

From: Karla Dyess

Date: 7/28/21

Re: Action Mechanical Contactor Internship

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### **SUBJECT**

Accept and approve the Agreement between Broken Arrow Public Schools and Action Mechanical Contactor for the Internship, Apprenticeship and Licensing Program. There is no cost to the district

### **ENCLOSURES/ATTACHMENTS**

See Attachments

### **SUMMARY**

Action Mechanical Contactor 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.

### **FUNDING**

NA

### **RECOMMENDATION**

Approve

Contract for Educational Services Broken Arrow Public  
Schools and Action Mechanical Contractor Apprenticeship,  
Internship and Licensing Program  
School Year 2021-2022

I. The Parties: This document constitutes an agreement between Action Mechanical Contractor 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 Action Mechanical Contractor 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. Action Mechanical Contractor  
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. Action Mechanical Contractor agrees to pay students at the rate of \$12/hour for Jr. Apprentice work.
- c. Action Mechanical Contractor agrees that Interns and/or Apprentices are temporary employees of Action Mechanical Contractor or the temp agency used for all company employees.
- d. Meet on a regular basis with selected School District personnel for coordination and information purposes.
- f. Provide job training services for a minimum of 2 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. The numbers of hours are not limited to the school hours. Students may work outside 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 Action Mechanical Contractor, 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. This Internship, Apprenticeship and Licensing Program is not intended for students with severe/profound disabilities (and their inclusion would materially alter the fundamental nature of the programs) or violent offenders as defined by the Oklahoma Judicial System; consequently, those students are not eligible for these programs.
- b. School District shall provide a single point of contact a staff member to work with Action Mechanical Contractor Internship and/or Apprentice Supervisors to ensure accuracy of student records in relation to review of attendance, Internship/Apprenticeship performance and other assistance.
- c. School District will provide promotional materials and public relations for the Internship and/or Apprenticeships.
- d. School District will issue diploma and complete transcript for student upon completion of requirements for graduation.
- e. School District will provide opportunities for Action Mechanical Contractor. to participate in recruiting students for Internships and/or Apprenticeships through existing college and career planning structures.
- f. 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. Action Mechanical Contractor will provide Advisory members for the purpose of continuous improvement in programming. Action Mechanical Contractor will provide classroom guest speakers as arranged between Action Mechanical Contractor 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. Student Behavior

- a. Students are to follow all business policies and procedures and 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. Action Mechanical Contractor 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 Action Mechanical Contractor, 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 liabilities. 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.

"ACTION MECHANICAL  
CONTRACTOR

BROKEN ARROW PUBLIC  
SCHOOLS

ADDRESS  
ADDRESS

701 S. MAIN STREET  
BROKEN ARROW, OK 74012

Signature:

Robin S. Dnofrid

Print Name:

Robin S. Dnofrid

Date:

7-19-2021