

BROKEN ARROW PUBLIC SCHOOLS

Educating Today

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Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 04/24/2024

Contract/Agreement Vendor:

The University of Tulsa, Oxley College of Health Sciences

Name of Vendor & Contact Person

amb2116@utulsa.edu

Amy Boewe

Vendor Email Address

Externship/Off-Campus Practicum Agreement 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.

RENEWAL / Student Interns

Reason/Audience to benefit

05/06/2024

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review: Lindsay Drake / Andrea Jackson

ESC/HR

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Lindsay Drake

Does this Contract/Agreement utilize technology? YES/NO

NO

If yes, Technology Admin:

Cabinet Team Member:

Karen Schwab

Funding Source:

GENERAL

Fund/Project

PRJ 180 FUNCT 2571 OBJ 340

OCAS Coding



Consent

Accept and approve the RENEWAL agreement between BAPS and The University of Tulsa, Oxley College of Health Sciences to provide an opportunity for students to engage in field experience through Externship/Off Campus Practicums and Internships at the District level. The agreement will be effective through the end of the fiscal year and will be renewed on an annual basis. Cost to the District is \$16.45 for criminal background checks per student intern.



Action

The agreement between the District and The University of Tulsa, Oxley College of Health Sciences 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.

EXTERNSHIP/OFF-CAMPUS PRACTICUM AGREEMENT

THIS AGREEMENT, made and entered into by and between **Broken Arrow Public Schools, 701 S Main Street, Broken Arrow, OK 74012** ("Agency") and **The University of Tulsa, 800 South Tucker Drive, Tulsa, OK 74104-3189**, ("University") a nonprofit corporation of the State of Oklahoma, which owns and operates The University of Tulsa, Oxley College of Health Sciences.

WITNESSETH, THAT:

WHEREAS, Agency desires to provide student(s) in the Department of Communication Sciences and Disorders at The University of Tulsa with practicum settings in the interest of speech-language pathology; and

WHEREAS, the University desires to provide students with medical clinical practicum experiences in speech-language pathology in order that those students may be prepared to give, perform, manage, design and prescribe comprehensive diagnostic services and comprehensive speech-language therapy; and

WHEREAS, Agency and University desire to cooperate in providing practicum settings and experiences in a clinical outpatient settings as set outlined above (the "Program"); and,

NOW THEREFORE, for and in consideration of the mutual promises, agreements and covenants as hereinafter set forth, and other good and valuable consideration, it is hereby agreed by and between the Agency and University as follows:

1. Equal Opportunity. Agency Program, University, and Oxley College of Health Sciences shall employ, advance, accept, admit and otherwise treat in all manner in their employment and educational program, all persons without regard to race, color, national or ethnic origin, sex, age, religion, creed, handicap, disability or status as a veteran.

2. Cooperation of Agency. Agency agrees to cooperate with the University and Oxley College of Health Sciences in providing medical clinical practice settings to University students, through the Program, for practical clinical experience in speech-language pathology diagnostics and therapy.

3. Practicum Settings. Agency further agrees to make available the clinical settings and means for student experiences, including but not limited to all expendable equipment and supplies necessary for patient care.

4. Services, Resources, Facilities. Agency further agrees to make available to students and University faculty or other personnel involved in the Program the following:

- a. Such space and facilities as are necessary for pre-assignment and post-assignment conferences;
- b. Such instructional and library or other resource material as is available to or located at the Agency;
- c. Parking space, cafeteria facilities, and other similar services on the same terms at which those services are regularly provided to Agency employees;

d. Facilities are available for storage of personal belongings, but security for such items is not provided.

5. Number of Program Participants. Agency further agrees that the number of students receiving school practicum experience at or through the Agency shall be determined by mutual agreement of the Agency's School Practicum Supervisor and the Dean of the Oxley College of Health Sciences, or their designated representatives. Primary factors to be considered in establishing said number are the adequacy of physical facilities at the Agency; the availability of agency personnel to supervise, train, and work with students participating in the Program; and adequacy of overall learning experience available.

6. Orientation. Agency further agrees to provide orientation to the Program, including but not limited to the clinical areas and Program curriculum, to members of University faculty or other University personnel whose teaching responsibilities at the University include or may include diagnostics or speech-language therapy. Such orientation may be made available for University faculty assigned to evaluating, counseling and conferring with students regarding the Program.

7. Emergency Medical Care. Agency further agrees to make available emergency medical care to students and University faculty or other personnel who are injured or otherwise become ill while at the Agency or are on an off-premises assignment as part of the Program; provided, that this provision shall not be construed to limit or otherwise prohibit any student, faculty, or University personnel from seeking such emergency medical care at any other facility besides Agency, or to refuse medical care. Emergency medical care provided to students and University faculty will be at the expense of the student or faculty member and shall be charged to them as determined by the Agency.

8. Agency Rules, Regulations, and Policies. Agency further agrees to provide each student, University faculty member, or other personnel with a copy of the current written Rules, Regulations, and/or Policies for Externships/Practicums, or any unwritten interpretations of the Rules, Regulations, and/or Policies for Externships/Practicums, of the Agency.

9. Practicum Site Supervisor. Agency further agrees to appoint a Practicum Site Supervisor ("Site Supervisor") whose duties shall include:

- a. Interviewing qualified University students for the Program;
- b. Observing, supervising, and counseling students participating in the Program; and,
- c. Assisting in evaluating students participating in the Program in accordance with (1) the learning objectives for a school practicum as defined by the University; (2) the instructor's guide for school practicum students prepared or otherwise provided by the University; and (3) the evaluation process as defined by the University.

10. Mutual Indemnification. 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.

11. Cooperation of University. The University agrees to cooperate with the Agency in determining the number of students receiving school practicum experience at or through the Agency, as provided in Paragraph 5 herein.

12. General Provisions. The University further agrees as follows:

- a. That it will provide Agency, by and through the Site Supervisor, with current written copies of (1) the learning objectives for practicum experiences as defined by the University; (2) student evaluation forms; and, (3) an instructor's guide for school practicum students.
- b. That it will establish lines of communication with the Site Supervisor prior to any school practicum placement of a student, as to the University's expectations, goals, and feedback mechanisms with regard to the Program, the Site Supervisor, and the students participating in the Program;
- c. That the Department of Communication Sciences and Disorders will provide to the Site Supervisor a time schedule and suggested criteria regarding evaluation of students.
- d. That it will prepare each student for his or her initial interview with the Site Supervisor, and, upon the approval of said Site Supervisor of particular students for participation in the Program, notify the Agency of said Site Supervisor of which students will participate in the Program.
- e. That it will observe and counsel students and confer with the Site Supervisor regarding each of said student's performance and progress or other matters.
- f. That it will inform students of all physical examinations required by the Agency and that it further will inform students of their responsibility for the costs of said physical examinations.
- g. That it will inform students regarding appropriate dress for participants in the Program, and further regarding each student's need to abide by the Rules, Regulations, and Policies of the Agency, and to provide his or her own transportation to and from the Agency at student's expense;
- h. That it will inform students and University faculty that they shall respect and conscientiously observe the confidential nature of all information which may come to either of or all of them, individually or collectively, with respect to patients and patients' records and that they will comply with ethical standards and state laws about the practice of speech-language therapy.
- i. That it will assure that all University students participating in the School Practicum Program will have in force a professional liability insurance policy with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. In this regard, University further agrees to provide Agency with a certificate of insurance for each student participating in the School Practicum Program stating that said student has liability insurance coverage in said amount.
- j. That it accepts the condition that no student or University faculty is to be considered an employee of the Agency under this agreement.

13. Withdrawal or Removal of Student and Notification Thereof. University and Agency agree that either University or Agency may withdraw or remove any student enrolled in the Program if, in the opinion of either party, said student is not making satisfactory progress in the Program or, for any

other reasonable cause, including but not limited to health or recurrent and unexcused tardiness or absence. In any event, University shall have the right to withdraw any student from the Program. In the event that a determination is made by Agency or University that a student should be withdrawn from the Program, the party making said determination shall notify the other party in writing of said determination at least 24 hours prior to the withdrawal or removal of said student, stating specifically the grounds or cause for said withdrawal or removal. Written notice also shall be given to the student by the party making said determination at least 24 hours prior to said withdrawal or removal, stating specifically the grounds or cause for said withdrawal or removal. *Under appropriate circumstances, such withdrawal may be immediate for health or safety reasons but must be followed up by a required written notice within 24 hours.*

14. **Conferences and Review.** Agency and University agree that they, by and through their designated representatives shall confer periodically, for the purpose of evaluating as to whether this Agreement should be continued, provided however, that nothing contained herein shall be construed as granting either party hereto the automatic right to renew or reinstate this Agreement after its termination.

15. **Non-assignability.** The rights and duties accruing to Agency and University under the terms of this Agreement may not be assigned, delegated, or otherwise transferred by Agency or University, unless prior written mutual consent to said assignment is obtained from University and Agency.

16. HIPAA Compliance

- a. The University must, and the University shall require the Clinical Instructors, Instructors and Students, to appropriately safeguard the protected health information of patients, in accordance with applicable provisions of the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, as it may be amended from time to time, and applicable law. Instructors and Students may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.
- b. With respect to information obtained or received from the Agency, the University shall: (i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the Agency any use or disclosure of the information not provided for by this Agreement of which the University becomes aware; and (iv) require that any agents, including a subcontractor, to whom the University provides protected health information received from, or created or received by the University on behalf of, the Agency agrees to the same restrictions and conditions that apply to the Agency with respect to such information.

17. FERPA.

In the course of this Agreement, the Parties may have access to records of the other Party that are “education records” as defined by and protected under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq., and the regulations promulgated there under (“FERPA”). Such records are confidential. To the extent that the Parties or its personnel have access to “education records” under this Agreement, they are deemed a “school official,” as each of these terms are defined under FERPA. The Parties agree not to use education records for any purpose other than in the performance of this Agreement. Except as required by law, neither Party will disclose or share education records with any third party unless permitted by the terms of this Agreement.

18. Rights in Property. All supplies, fiscal records, patient charts, patient records, medical records, X-rays, computer-generated reports, pharmaceutical supplies, drugs, drug samples, memoranda, correspondence, instruments, equipment, furnishings, accounts and contracts of the Agency shall remain the sole property of the Agency.

19. Non-Discrimination. Except to the extent permitted by law, the Agency, the University, Instructors and Students shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability or veteran’s status in the performance of this Agreement. As applicable to the University, the provisions of Executive order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The University represents that, except as permitted by law, all services are provided without discrimination on the basis of, race, color, creed, sex, age, religion, national origin, disability or veteran’s status; that it does not maintain nor provide for its employees any segregated facilities, nor will the University permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the University agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran’s Assistance Act of 1974, 38 U.S.C. Section 4212.

20. Term of Agreement. The term of this Agreement shall be from **August 1, 2024 until July 31, 2025**. This agreement may be modified or terminated by the written mutual consent of Agency and University and may, in any event, be terminated by University or Agency at the end of 10 days after written notice terminating the Agreement is given to Agency or University, as the case may be.

21. Notices to Agency, Practicum Program, University, and Oxley College of Health Sciences. All notices under this Agreement shall be made to the following persons at the following listed addresses:

AGENCY

Broken Arrow Public Schools
701 S Main Street
Broken Arrow, OK 74012

School Practicum Program
Speech-Language Pathology

UNIVERSITY

University of Tulsa
800 South Tucker Drive
Tulsa, Oklahoma 74104-3189

Communication Disorders Program
Attention: Suzanne Stanton, Ed.D.

22. The University has authorized only certain persons to sign agreements of this nature on its behalf. No agreement is enforceable against the University unless signed by an authorized signatory.

23. This AGREEMENT shall be governed by the laws of the State of Oklahoma and agree that all disputes may be resolved in a court of competent jurisdiction in Tulsa County, Oklahoma.

24. This AGREEMENT constitutes the entire AGREEMENT between the parties and supersedes all prior agreements, arrangements, and understanding relating to the subject matters hereof. Any modification hereto shall be valid only if set forth in writing and signed by all parties hereto.

Executed and agreed to this _____ day of _____, 20__.

_____ ("Agency")

By: _____

Broken Arrow Public Schools

And

The University of Tulsa ("University")

By: Susan M. Pepin

Dr. Susan Pepin
Dean, Oxley College of Health and Natural Sciences