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**BROKEN ARROW PUBLIC SCHOOLS**  
*Educating Today      Leading Tomorrow*

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 8.19.21

Contract/Agreement Vendor: Next Level Athletics

Name of Vendor  
Josh Jackson

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Next Level Athletics <nextlevelathleticsusa@gmail.com>

Email address \_\_\_\_\_

Date of services \_\_\_\_\_

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE :  
 W/9 \_\_\_\_\_  
 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: Sharon James  
 Signature

Does this Contract/Agreement utilize technology? No  Yes

Has it been reviewed by the Chief Technology Officer? No  Yes

If yes, Approved by: \_\_\_\_\_  
 (Signature) Technology Approval

Leadership Team Member: \_\_\_\_\_  
 Signature

Funding Source: \_\_\_\_\_  
 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 \_\_\_\_\_"  
 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: Aug 19<sup>th</sup>, 2021

Re: Next Level Athletics Apprenticeship and Licensing Program

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### SUBJECT

Accept and approve the Agreement between Broken Arrow Public Schools and Next Level Athletics for their Apprenticeship and Licensing Program. There is no cost to the district. James

### ENCLOSURES/ATTACHMENTS

See Attachments

### SUMMARY

Next Level Athletics 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

NA

### RECOMMENDATION

Approve

**Contract for Educational Services Broken Arrow Public Schools**  
and Next Level Athletics *Apprenticeship and Licensing Program*

**School Year 2021-2022**

I. **The Parties:** This document constitutes an agreement between Next Level Athletics 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 Company Name 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. Next Level Athletics **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. Next Level Athletics agrees that Interns and/or Apprentices are temporary employees of Next Level Athletics 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 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. 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 Next Level Athletics, 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 Next Level Athletics 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.

- 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, 2020, 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 Next Level Athletics. 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.



Next Level Athletics  
ADDRESS 9525 E 51st St  
ADDRESS Tulsa, Ok 74145

BROKEN ARROW PUBLIC SCHOOLS  
701 S. MAIN STREET  
BROKEN ARROW, OK 74012

  
Signature

\_\_\_\_\_  
Signature

**Josh Jackson**  
Print Name

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

**CEO**  
Title

\_\_\_\_\_  
Title

**8/19/2021**  
Date

\_\_\_\_\_  
Date