



MEMORANDUM

To: Mr. Chuck Perry

From: Amanda Grace

Date: May 9, 2022

Re: Pro Day Sports Apprenticeship and Licensing Program

SUBJECT

Accept and approve the agreement between Broken Arrow Public Schools and Pro Day Sports for their Apprenticeship and Licensing Program. There is no cost to the district.

A. Grace

ENCLOSURE/ATTACHMENTS

See attachments

SUMMARY

Pro Day Sports 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 Pro Day Sports Apprenticeship and Licensing Program
School Year 2022-2023**

I. The Parties: This document constitutes an agreement between Pro Day Sports 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 Pro Day Sports 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. Pro Day Sports 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. Pro Day Sports agrees that Interns and/or Apprentices are temporary employees of Pro Day Sports 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 Pro Day Sports, 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 Pro Day Sports 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.

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 Pro Day Sports, 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.

"PRO DAY SPORTS
3661 S Elm Pl
Broken Arrow, OK 74011

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

Corey Elbe

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04/15/22 11:28 PM CDT
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Signature

Signature

Print Name

Print Name

Owner

Title

Title

4/15/22

Date

Date