

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: July 21, 2022

Contract/Agreement Vendor: Northeastern State University (NSU) Eloy Chavez

Name of Vendor & Contact Person
chavez02@nsuok.edu
 Vendor Email Address

Memorandum of Understanding for NSU to provide space and accommodations for the Early College High School programs.

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.

Early College High School Students

Reason/Audience to benefit
August 8, 2022 \$132,479.00
 BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Sharon James

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: *Sharon James*

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

Leadership Team Member: *Karen Dyer*

Funding Source: 11/002
 Fund/Project OCAS Coding

Consent
 Action

Discussion, motion and vote to approve or disapprove the NEW Memorandum of Understanding (MOU) between Broken Arrow Public Schools and Northeastern State University. Per the MOU, Northeastern State University will provide space and accommodations for the Early College High School program during the 2022-2023 school year. The cost to the District will be \$132,473.00./S.James

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.



L-

Kathy Alberty <oneal@nsuok.edu>

Fwd: MOU Review Early College High School

Briana Clifton <bclifton@nsuok.edu>
To: Kathy Alberty <oneal@nsuok.edu>

Mon, Jul 11, 2022 at 2:38 PM

**Northeastern State University
Contract Routing Approval Form**

The attached contract has been reviewed and is ready for final approval. A check mark indicates the appropriate language is included. Additional comments have been added for clarification purposes.

Broken Arrow Public Schools
Early College High School Program 2022-23
Return to Eloy Chavez
Sign on Page 4

- Financial Obligation _____
- Court of Jurisdiction _____
- Non-Arbitration/Mediation Clause _____
- Liability _____
- Multi-Year Non-Appropriation Clause _____
- Other ___renewal / Dr. Landry approves _____
- Lease _____

Thanks Kathy!

Briana Clifton
General Counsel
Northeastern State University
601 North Grand Avenue
Tahlequah, OK 74464
P: 918 444 2008
F: 918 458 2015

----- Forwarded message -----
From: **Eloy Chavez** <chavez02@nsuok.edu>
Date: Thu, Jun 30, 2022 at 11:19 AM
Subject: Re: MOU Review Early College High School
To: Debbie Landry <landryd@nsuok.edu>
Cc: Briana Clifton <bclifton@nsuok.edu>

Briana

With Dr. Landry's approval please review the Early College High School MOU. Please let me know if you have any questions.

Thank you,

Dr. Eloy A. Chavez
Dean - College of Extended Learning, Northeastern State University



918-449-6527 | Chavez02@nsuok.edu
3100 E. New Orleans - Broken Arrow, OK 74014
<https://greencountryworks.org/> - Board Member



On Thu, Jun 30, 2022 at 8:13 AM Debbie Landry <landryd@nsuok.edu> wrote:
Looks good to me. Thank you.

On Wed, Jun 29, 2022 at 6:25 PM Eloy Chavez <chavez02@nsuok.edu> wrote:
Attorney Clifton:

Upon approval from Dr. Landry please review the attached Broken Arrow High School - Early College High School MOU in preparation for Dr. Turner's signature. The bulk of the contract is the same as the past year. There are some editorial changes pertaining to room assignments and payment schedules.

In the past there were two separate agreements, one general and one room assignment. I have combined the two MOUs into one to include floor plans of each of the buildings being utilized by the program.

The timeline for the Broken Arrow School Board meeting is July 18th. Please note: submissions need to be made one week prior to the meeting. Pending schedules; I hope we can present this MOU to the Broken Arrow School Board by July 11th.

Let me know if you have any questions.

Thank you,



Dr. Eloy A. Chavez
Dean - College of Extended Learning, Northeastern State University
918-449-6527 | Chavez02@nsuok.edu
3100 E. New Orleans - Broken Arrow, OK 74014
<https://greencountryworks.org/> - Board Member



Deborah Landry, Ed.D.
Provost/Vice President of Academic Affairs
Northeastern State University
Tahlequah, OK 74464
918.444.2060
www.nsuok.edu

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Memorandum of Understanding

Broken Arrow Public Schools and Northeastern State University

AY 2022 – 2023

This Memorandum of Understanding (“MOU”) is between Northeastern State University (“NSU”), and Broken Arrow Public Schools (BAPS). Its purpose is to set forth the responsibilities and obligations of the parties with regard to Early College High School (ECHS) program. The goal of this program is to serve Broken Arrow High School students in an environment that will facilitate their transition to higher education.

BAPS Early College High School program provides students with high quality education at the freshman and sophomore levels using certified BA High School teachers on the NSU Broken Arrow campus. Ideally, these students will be well prepared to enter Concurrent Enrollment or Cohort classes at the Junior level to earn transferable college credits while also satisfying high school course requirements through dual-credit with Tulsa Community College. Through the program, students gain access to NSU Broken Arrow classrooms and laboratories and can take advantage of opportunities such as writing labs, math labs, academic and career advisement, and library assets.

1. Purpose

The purpose of this agreement is to outline roles and obligations of BAPS and NSU in executing the Early College High School program on the NSU Broken Arrow Campus.

1.a To fulfill the purpose of this Agreement, Northeastern State University hereby offers and agrees to provide the following services to Broken Arrow Public Schools, in accordance with Attachment A, Attachment B and inclusions of Exhibits 1, 2 and 3 (BABT, BASC and BAAS building maps).

2. Term

The agreement will be in continuous effect beginning in the semester in which the memorandum of understanding is signed unless terminated in writing by either institution. Either party shall have the right to terminate this MOU with or without cause by giving one hundred eighty (180) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. The parties agree to work in good faith to avoid any such termination. The rationale for the requested termination should be stated with the request, and the parties will attempt to resolve any disputes in a mutually satisfactory way.

2.a Costs and Payment schedule are outline in Attachment B

3. Operations

Broken Arrow Public Schools will ensure the following conditions

- Establish criteria and select high school students to attend classes on the Broken Arrow Campus.
- Provide round-trip transportation for students between the BA High School and Freshman Academy and the NSU Broken Arrow campus.
- Provide breakfasts and lunches as required to eligible BAPS students. Arrange for lunches from BAPS to be available on the NSU Broken Arrow campus.
- Provide curriculum and teachers for BA High School courses.
- Provide textbooks and supplemental materials as required to support the BA High School courses.
- Provide student laptops and IT support for BAPS-provided hardware and software.
- Provide expendable laboratory chemicals and supplies as needed to support BAPS laboratory science courses. Assume responsibility for safe transportation, storage, use, and disposal of any potentially hazardous materials used in laboratory classes.
- Provide proper handling, storage, and use of borrowed NSU laboratory equipment and supplies. Replace or reimburse NSU for any damaged laboratory equipment and or furniture due to negligence or misuse.
- Comply with applicable NSU campus policies, practices, and procedures as outlined in the NSU student and faculty handbooks while students and faculty are on campus.
- Provide a mechanism for reimbursement of NSU for copier and any other administrative expenses incurred.
- Provide a mechanism for reimbursement of NSU for use of Banquet Hall, as well as prorated expenses for utilities, wear-and-tear of rooms and carpets, per the Room Use Agreement.
- Ensure teachers and any students eligible to drive display BAPS parking decals and park only in approved areas.
- Provide supervision and problem resolution for BAPS students and parents. Monitor and supervise students outside, in the Banquet Hall, and Hawks Nest Café during lunch periods.
- Provide a process for students to receive necessary medication, medical care, psychological counseling, or other care routinely provided by BAPS.
- Provide ADA accommodations as necessary for BAPS students while attending classes on the NSU Broken Arrow campus.
- Designate an on-site BAPS Administrator, Counselor, and Administrative Assistant for NSU Broken Arrow to coordinate issues and facilitate problem resolution.

Northeastern State University will ensure the following conditions

- Provide classroom spaces for instruction that will be available from 7:30am – approximately 2:00pm Monday through Friday each week during the BAPS academic year.
- Provide administrative office space to include standard furnishings and limited electronic communication services.

- Provide audio-visual equipment and software in classrooms required for BAPS course delivery and instruction.
- Provide science laboratory space for BAPS use, as needed. Provide storage space in the laboratory for BAPS supplies.
- Make the Banquet Hall in the Administrative Services building available for ECHS students to eat lunch. Set up tables and chairs to accommodate students during lunch period(s).
- Provide custodial service for the Business & Technology building and Banquet Hall to manage additional cleaning and disinfecting requirements for classrooms, restrooms, and common areas.
- Provide access to the STEAM lab in collaboration with COE faculty and teacher candidates.
- Provide open, wireless internet access for student and teacher use.
- Provide secure storage in the classrooms for BAPS instructional materials and supplies.
- Make student and teacher badges with unique and readily identifiable NSU and BAPS approved design. Teacher badges may be coded, as appropriate, for room or laboratory access and for copier billing.
- Provide adequate safety and security by Campus Police while faculty and students are on-site.
- Provide access to the NSU Broken Arrow bookstore and café for purchase of food, snacks, and soft drinks by BAPS students and teachers.
- Provide occasional administrative support to help facilitate program operations. This includes relaying messages from parents to teachers, assisting with making photocopies, and other light administrative tasks.
- Designate a representative, usually the Campus Dean, as the liaison between NSU Broken Arrow and BAPS to coordinate issues and facilitate problem resolution.
- Provide, prior to the start of the academic year, an orientation for BAPS faculty. The orientation should include a tour of the campus, information about parking, keys to rooms, introductions to appropriate personnel, computer and audio-visual system passwords and IDs, printer access, and other information that may be unique to the site that teachers will need to teach their classes.
- Assist BAPS with student and parent orientation.

Cooperative

- Collaborate to provide program information, communication, promotional materials, and activities.
- Work together to uphold the highest standards of excellence in a positive learning environment.
- Continually assess the elements of the program through regular meetings and reviews.

4. Liability

Each party to this Agreement will be responsible for its own negligent acts or omissions and those of its employees, officers, volunteers or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does either party assume any responsibility to the other party for the consequences of any act or omission of any person or entity not a party to this Agreement. The terms of this provision shall survive the termination of the Agreement.

5. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

We agree to the conditions and responsibilities and indicate by our signatures our commitment to provide quality courses in a Higher Education environment for Broken Arrow students.

Mr. Steve Allen, President of the BAPS Board of
Education
Broken Arrow Public Schools

Date: _____



Dr. Steve Turner, President
Northeastern State University

Date: 7/15/22

Attachment A

Room Use

Broken Arrow Public Schools (BAPS)
and
Northeastern State University (NSU)
Academic Year 2022-2023

NSU CLASSROOM SPACES RESERVED FOR BAPS

NSU will provide the following rooms for the use of BAPS in the Early College High School program.

- Classrooms in the Business and Technology building (BAPT) Monday-Friday 7:30am - 2:00pm
 - 121
 - 127
 - 128
 - 130
 - 135
 - 218
 - 223
 - 224
 - Additional classrooms, as needed and available

- Laboratory space in Science building (BASC) Monday, Wednesday, Friday 7:30am – 2:00pm and on a limited basis Tuesday and Thursday
 - Appropriate laboratory space will be available in the Science building (BASC) by reservation. The spaces will be selected based on specific needs (e.g. fume hoods, natural gas, etc.). Room capacity in each lab is limited to 24 students and teaching staff. Storage space will be provided in BASC for BAPS supplies and equipment.
 - Identified lab space includes:
 - BASC 143: this space with short tables (up to 24 students)
 - BASC 147: this space with short tables, vacuum, compressed air, and gas (up to 24 students)
 - BASC 239: this space with tall benches, gas, and chemical safety hoods (up to 24 students)
 - BASC 245: this space with tall benches, vacuum, and chemical safety hoods (up to 24 students)
 - All spaces have limited NSU equipment and supplies in each lab space.
 - ECHS teachers may store their supplies and equipment in BASC 143.
 - NSU staff shall provide access to labs or card access may be granted to the two teachers assigned to classrooms indicated.

NSU OFFICE SPACES RESERVED FOR BAPS

NSU will provide off space for BAPS Administrative Staff.

- Office spaces in the Business and Technology building
 - 205
 - 206
 - 210 shared usage

BANQUET HALL AND OTHER MEETING ROOMS

NSU will reserve the Banquet Hall in the Administrative Services building (BAAS) for BAPS use as a dining room for student lunch period(s). Chairs and tables will be provided and can be arranged to suit BAPS needs. Use of the Banquet Hall by BAPS will normally be between the hours of 10:00am and 2:00pm Monday through Friday. BAPS faculty will be responsible for supervising students in the Banquet Hall.

NSU may plan events for evening hours during the school week. Every effort will be made to reset the room for BAPS use the following day. On occasion, NSU may require use of the Banquet Hall for University events that will interfere with BAPS lunch. NSU will provide as much lead time as possible to notify BAPS of the conflict and allow students to eat in their classrooms.

The Banquet Hall is equipped with an audio-visual system that may be used by BAPS during lunchtime for presentation or educational purposes. Only NSU employees or BAPS teachers who have been trained on proper setup and use of the Banquet Hall AV equipment are allowed to operate the system. The Banquet Hall is a space at the NSU Broken Arrow Campus typically rented to outside groups for events. As the use of the Banquet Hall by BAPS will preclude NSU from allowing most rentals, BAPS will pay a prorated fee for use of the Banquet Hall.

Other meeting rooms in the Administrative Services building (BAAS), such as 170, art gallery, Annex, and auditorium, may be reserved and used by ECHS when needed and as available.

AUDIO - VISUAL EQUIPMENT

Basic audio-visual equipment is available in classrooms. BAPS teachers will be assigned an NSU guest log-in to access the AV equipment and IT support is available upon request to resolve problems related to NSU equipment. Teachers may not modify the IT or AV system configurations in classrooms so as to avoid introducing IT problems that will interfere with NSU evening classes.

WI-FI SYSTEM

NSU will provide an unsecure WI-FI system with access points to allow BAPS students and faculty to operate their Chromebooks.

UTILITIES

NSU will, to the best of its ability, ensure classroom, lab and banquet hall heating, ventilation, and air conditioning systems maintain comfortable temperatures. Water, sanitation, electrical systems and phone systems will also be properly maintained to assure available utilities for BAPS. BAPS will reimburse NSU for a prorated amount based on usage of utilities.

WEAR-AND-TEAR

BAPS use of the NSU classrooms, Banquet Hall, and public spaces will increase the level of wear-and-tear experienced on the spaces, particularly carpets. BAPS will pay a prorated amount to help fund carpet replacement and normal wear-and-tear on the spaces.

CUSTODIAL

NSU will hire one additional full-time custodian to ensure sufficient labor to clean and disinfect the Business and Technology building and Banquet Hall.

GENERAL SPACE POLICIES

1. BAPS may bring in and distribute meals for their eligible students at NSU. All other food and beverage service within the University must be supplied by Sodexo.
2. Northeastern State University is a Tobacco-Free Campus. Smoking and use of all tobacco products are prohibited inside University Facilities and on the grounds.
3. Animals are not allowed in University facilities, with the exception of service animals for individuals with ADA disabilities.
4. Damage to spaces or NSU equipment in those spaces due to negligence or intention will result in charges to BAPS for reimbursement of NSU for repairs or replacement of damaged items.
5. Any items brought to campus by BAPS teachers or students remain their responsibility. NSU will not be held liable for any damage or loss to such items.
6. NSU Campus Police have jurisdiction on the campus and are responsible for all security issues on campus.

7. Federal law requires all employees to be mandatory reporters of allegations of sexual harassment, including but not limited to: misconduct on the basis of sex, sexual assault, dating violence, domestic violence, or stalking. For more information on the May 2020 Title IX Regulations, or to report any issues or concerns, employees, volunteers, parents or guardians may contact: Compliance Coordinator- Northeastern State University Phone: 918-444-2120 titleix@nsuok.edu.
8. Campus closures due to weather or unforeseen circumstances will be announced on local media and on the nsuok.edu website.

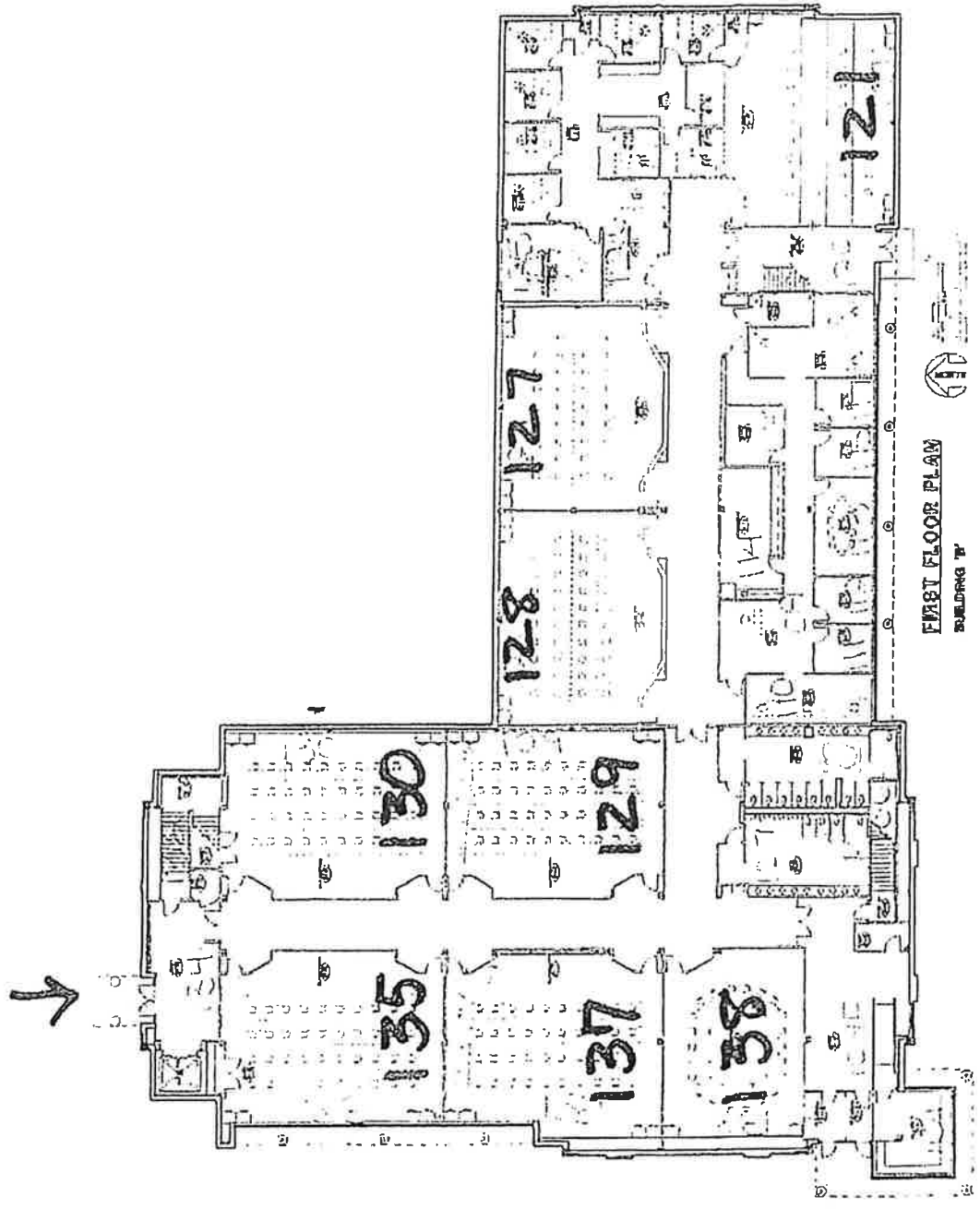
Attachment B

COSTS and PAYMENT Schedule

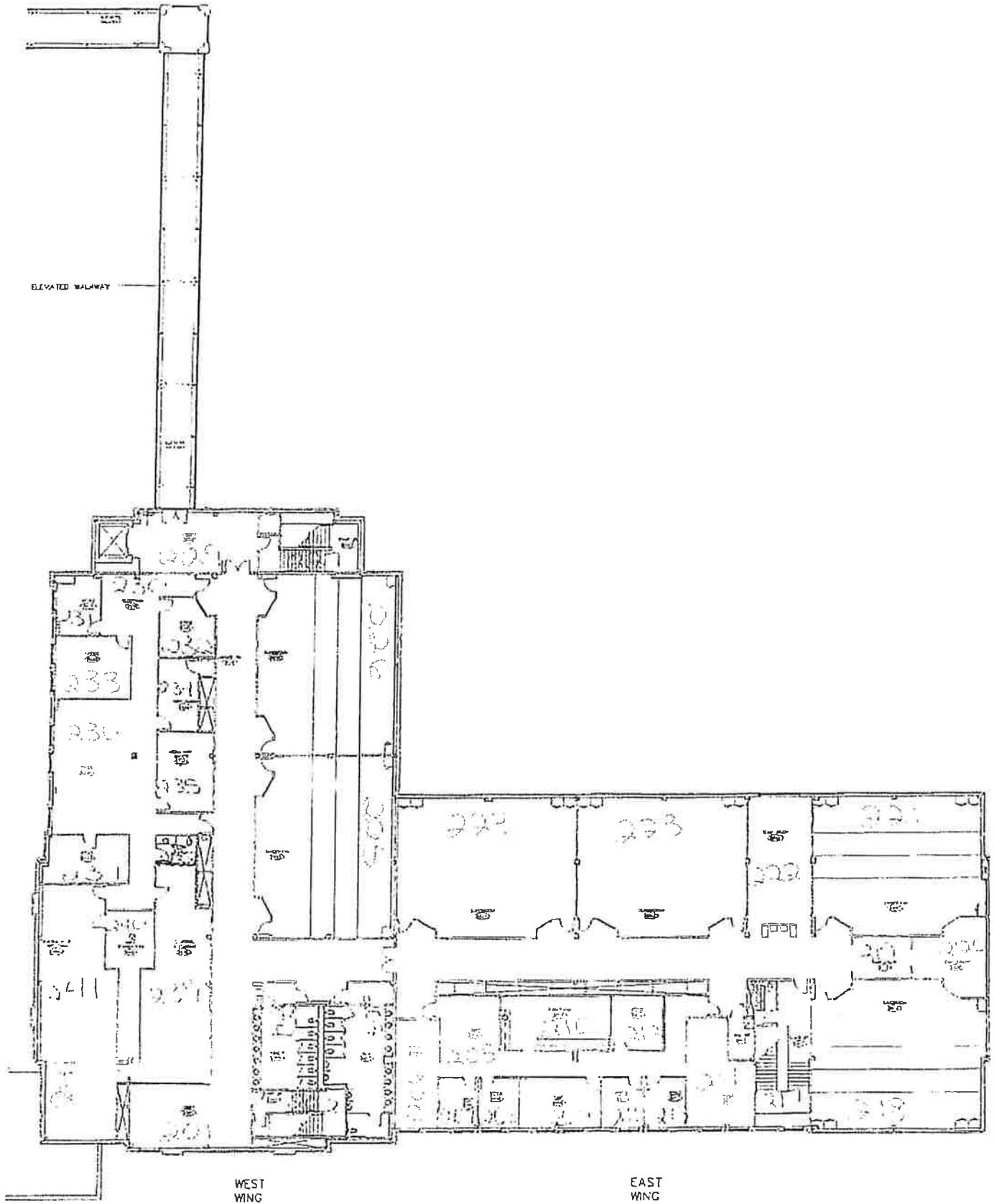
Costs are outlined below and are to be billed to Broken Arrow High School in two separate invoices each indicating 50% of total costs each academic semester of fall and spring. Costs are to be processed by the end of each fall and spring semester with payments made directly to Northeastern State University, Bursar Services, 600 N Grand Ave, Tahlequah, OK 74464

Classrooms	\$0	BABT 121, 127, 128, 130, 135, 224, 225, 226, and others, as needed; BASC to be assigned/reserved
Office spaces	\$0	BABT 205, 206, 210
Banquet Hall Rental	\$52,325	½ day rental rate discounted by 50%
Banquet Hall Carpet	\$4,000	50% prorated annual cost, 5-year replacement (NSU pays 50%)
BABT Carpet	\$5,000	50% prorated annual cost, 10-year replacement (NSU pays 50%)
Full-time Custodian	\$38,168	Salary plus benefits
Utilities	\$32,986	50% prorated cost of BABT utilities (NSU pays 50%)
Meeting rooms in BAAS: 170, Annex, art gallery, auditorium	\$0	As needed and available
TOTAL	\$132,479	Two invoices at \$66,239.50 each - fall and spring semesters

138 137 130 129 128 127 121



FIRST FLOOR PLAN
BUILDING IV



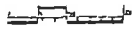
WEST WING

EAST WING

DATES/L/W
 1. ARCHITECTURAL LEAD PLANNING
 2. INTERIOR DESIGN
 3. ELECTRICAL DESIGN
 4. MECHANICAL DESIGN
 5. CIVIL DESIGN

BLDG. 'B' SECOND FLOOR

COMPUTER CENTER & CLASSROOM BLDG.



ADMINI

East
Parking

veg
cart gallery

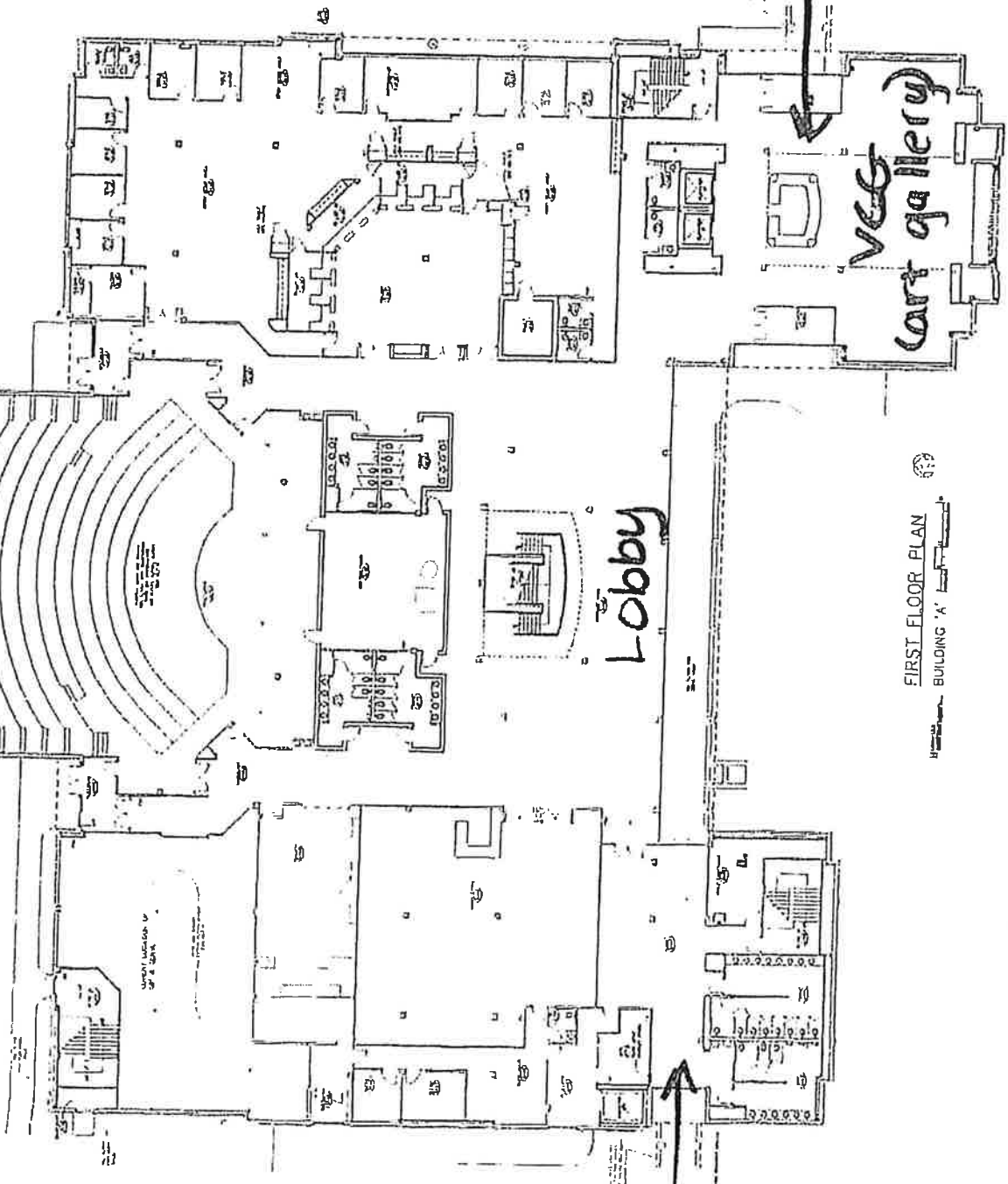
Annex

Auditorium

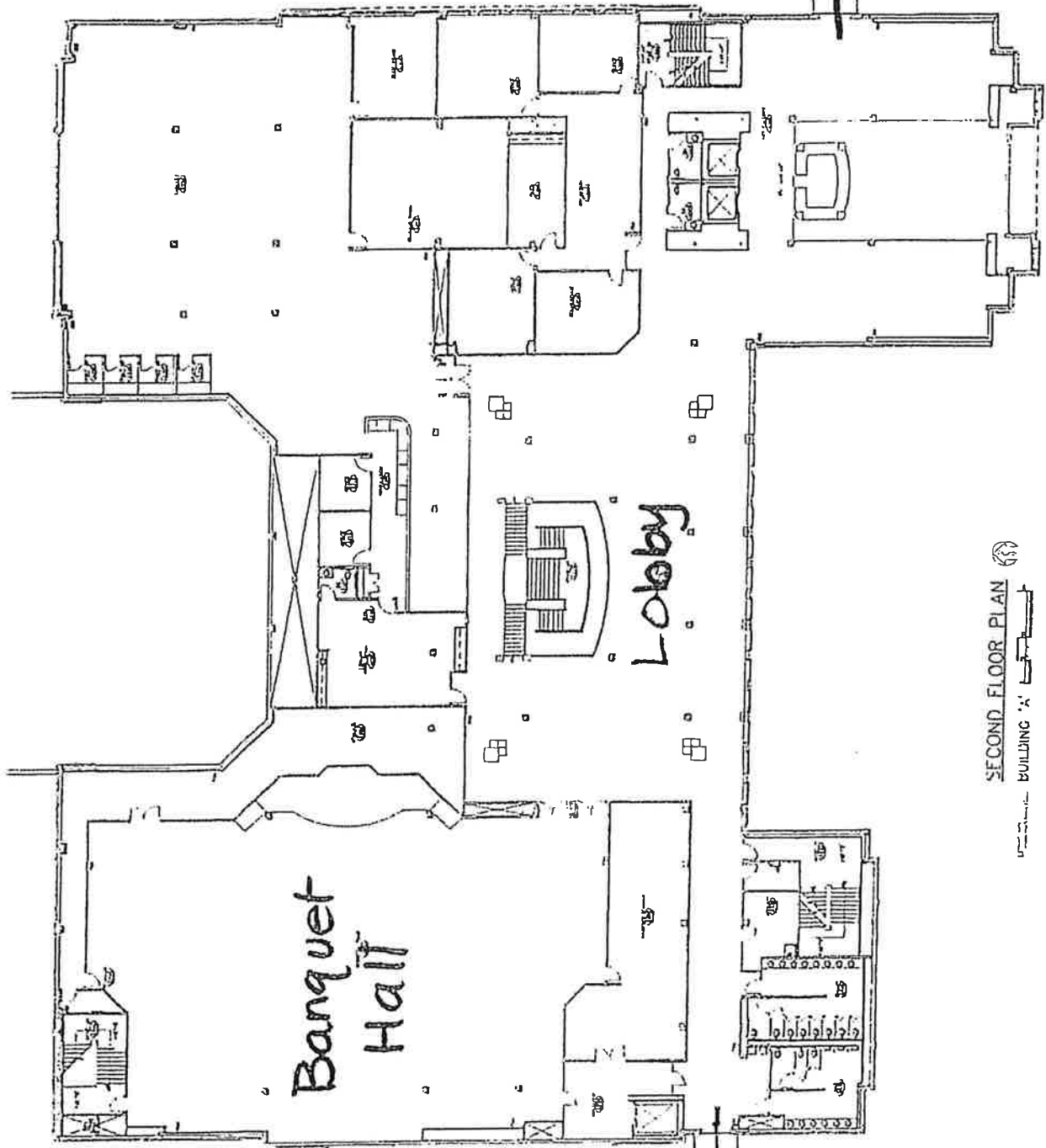
Lobby

West
Parking

FIRST FLOOR PLAN
BUILDING 'A'



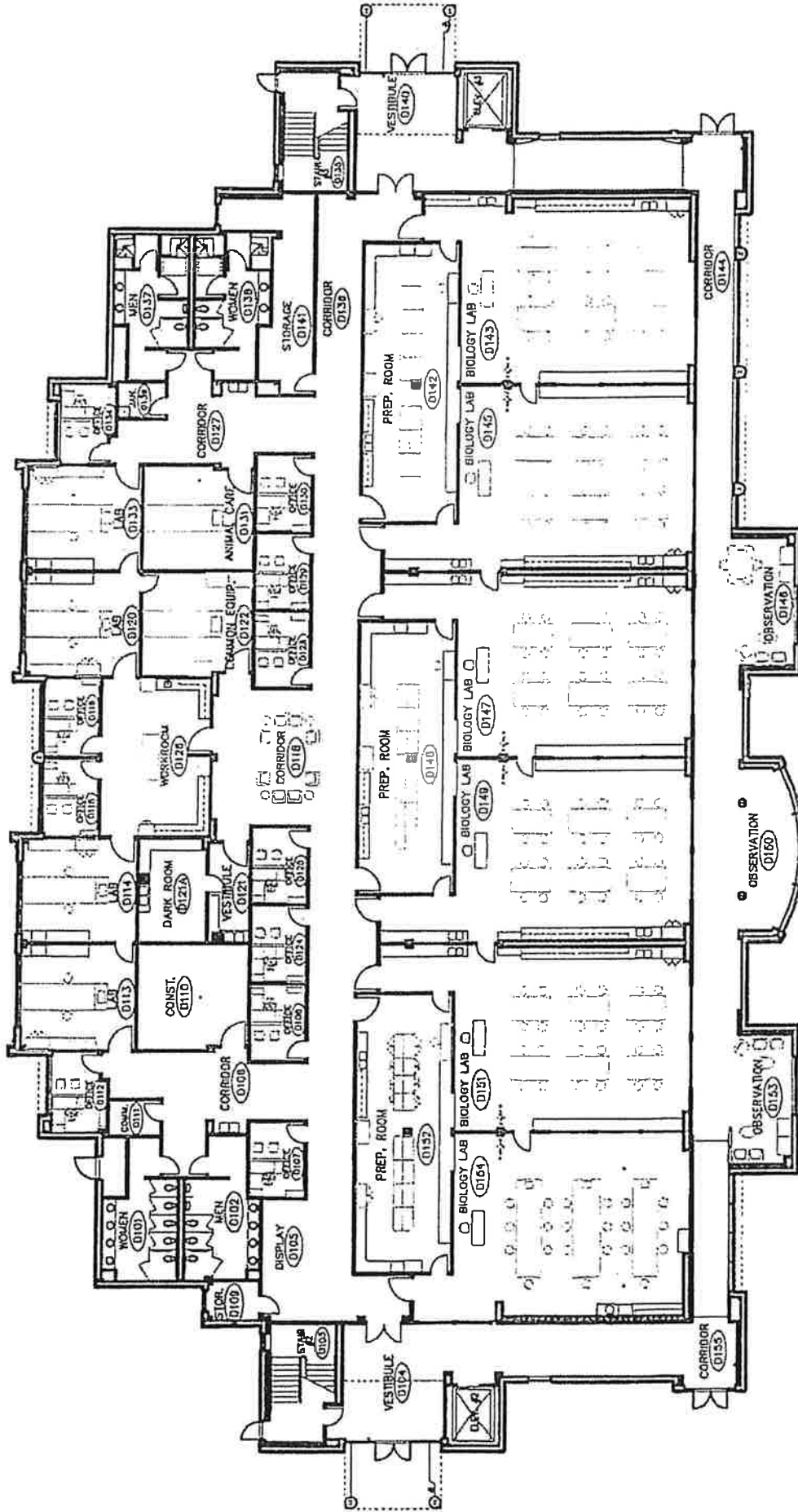
ADMIN 2



to Business

to Education

SECOND FLOOR PLAN
BUILDING 'A'

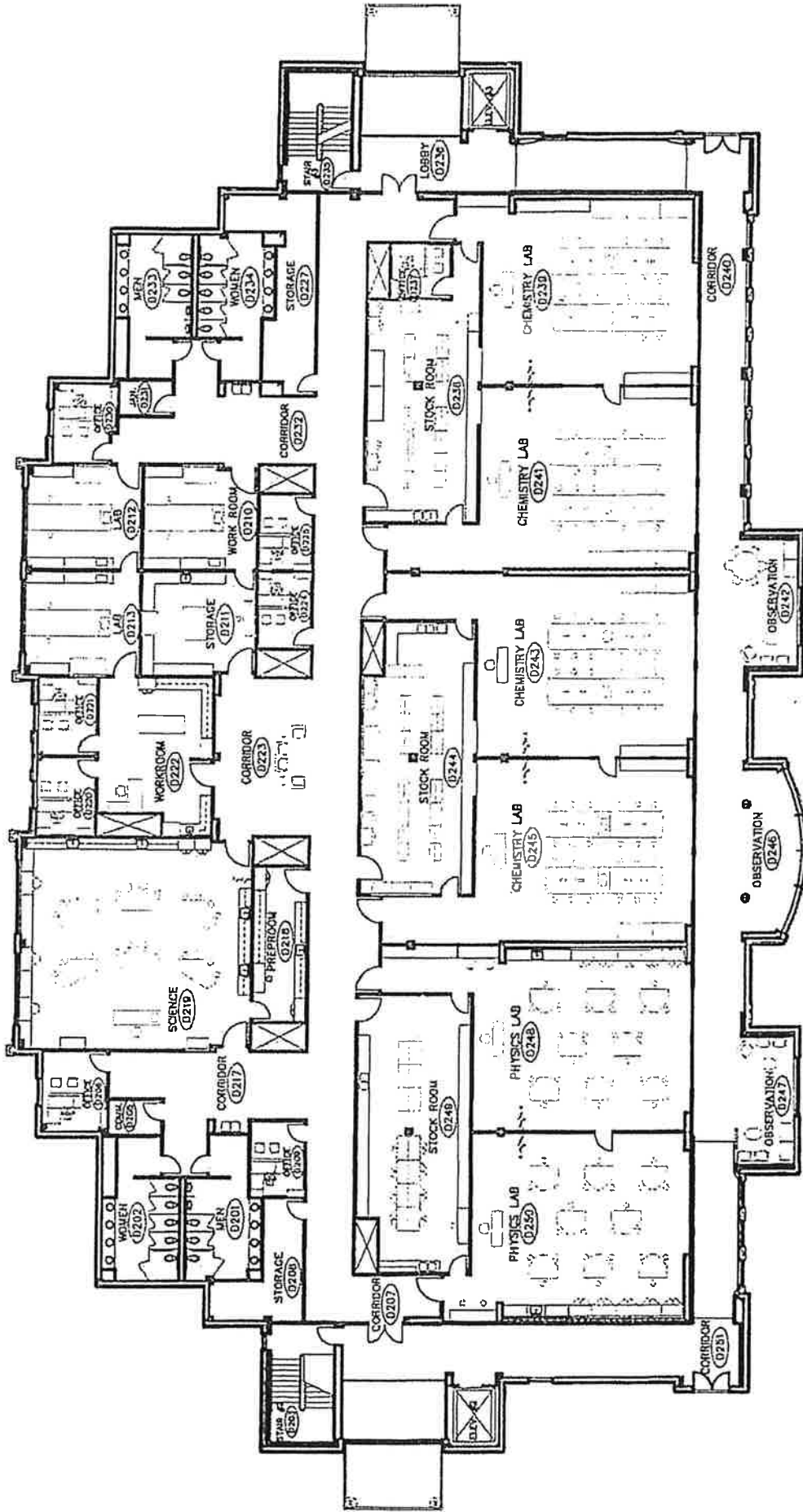


BUILDING 'D'
SCIENCE



1ST. FLOOR FURNITURE PLAN
NOT TO SCALE

BATES/LZH
WILLIS TOWERS WATSON

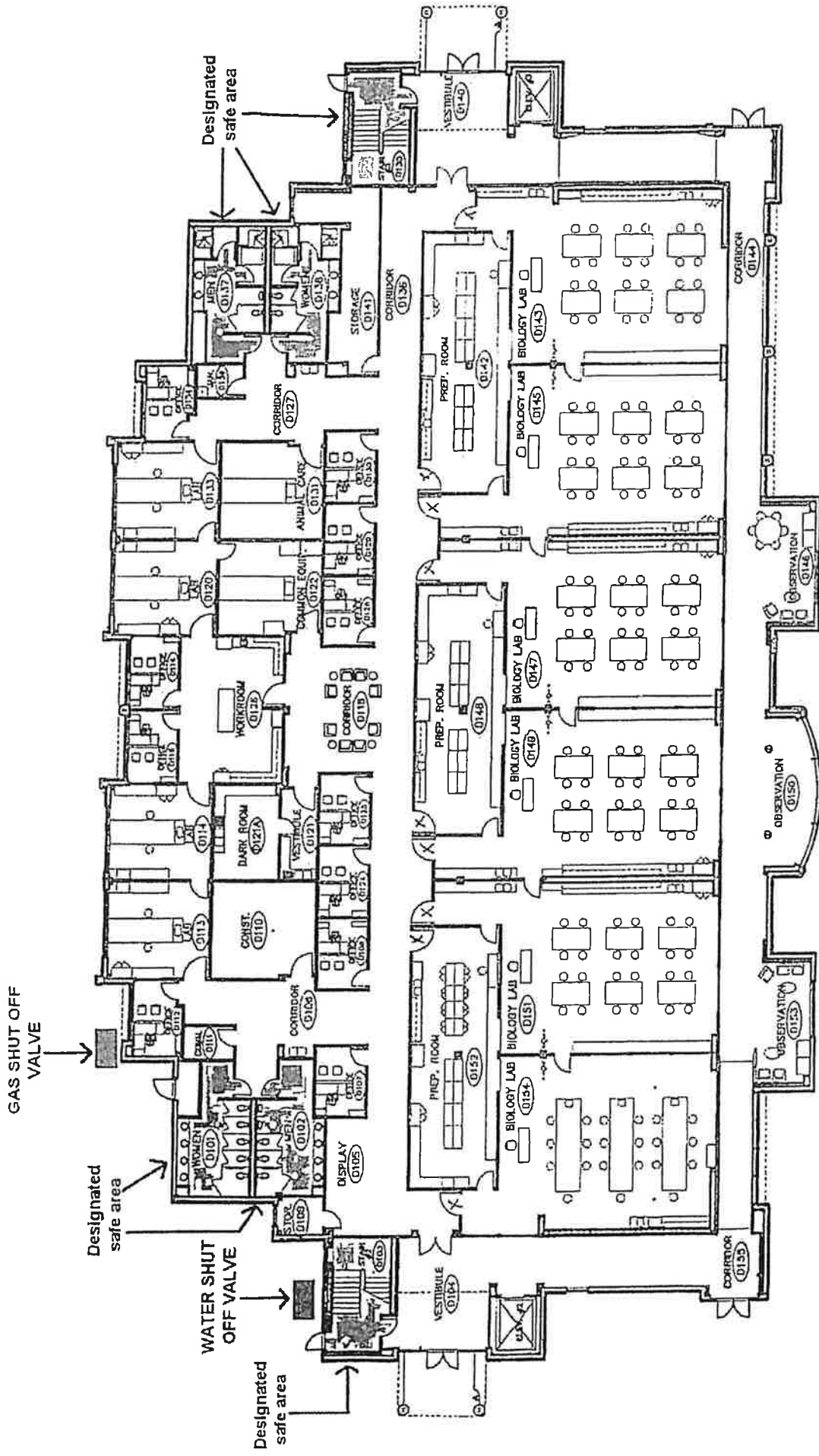


BUILDING 'D'
SCIENCE



2ND FLOOR FURNITURE PLAN
NOT TO SCALE

BATES/LAW
ARCHITECTS
1000 UNIVERSITY AVENUE, SUITE 200
ANN ARBOR, MI 48106



SCIENCE BUILDING
1ST FLOOR PLAN

BATES/MAW
ARCHITECTS