

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date:

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

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.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

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

Leadership Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Agreement between NSU and BAPS for Linda Aycock to serve as a preceptor for Julia Price. Julia is completing her Masters Degree and needs practicum rotations. She will be working with and shadowing Linda Aycock from 2/15/2022 until her required hours are complete - or no later than 2/14/2025, whichever comes first.

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.

PRACTICUM ROTATION AGREEMENT

between

BROKEN ARROW PUBLIC SCHOOLS

and

NORTHEASTERN STATE UNIVERSITY

THIS AGREEMENT is made and entered into as of February 15, 2022, between Northeastern State University (the “School”), and Broken Arrow Public Schools Corporation (the “Facility”).

1. Practicum Rotations. The School shall arrange practicum rotation experience (“Practicum Rotations”) for the Masters of Science in Nursing Program students (“Students”) at the Facility. The School and the Facility shall mutually determine the scope of the Practicum Rotation programs, the schedule of student assignments and the number of Students who may participate in the Practicum Rotations.

2. Term. The term of this Agreement shall be for the period of the Practicum Rotations, approximately three years, commencing **February 15, 2022** and ending **February 14, 2025** unless terminated earlier as provided in this Agreement. After the initial term, this Agreement shall continue in effect for additional periods of one year each unless one party notifies the other at least 90 days prior to the end of the initial term or any extended term of its intent to terminate this Agreement at the end of such term, in which event this Agreement shall terminate at the end of the then-current term. However, notification by a party of its intent not to renew shall not affect students currently enrolled and participating in Practicum Rotations.

3. Responsibilities of the School.

a. The School shall designate a School employee or another individual retained by the School (the “Practicum Instructor”) to serve as the coordinator for the Practicum Rotations to work directly with Facility personnel and assist in coordinating all the activities of Students.

b. For each Student who will participate in the Practicum Rotations, the School shall provide to the Facility verification of the following immunizations and tests: (i) a complete Hepatitis B vaccination series (series of three or waiver); (ii) negative PPD or chest x-ray; (iii) MMR vaccination(s) or positive titer(s); (iv) a written verification of varicella history, varicella vaccination or a varicella titer by a physician or a physician’s designee; and (v) influenza vaccination or waiver, and (vi) a background check.

c. The School shall require that each Student before beginning the Practicum Rotations have current CPR certification that meets standards acceptable to the Facility.

d. The School shall instruct Students that if they are in a clinical facility, they are not permitted to accept orders from physicians or other health care professional in person or by telephone or call a physician or physician's office to obtain an order.

e. The School shall require Students to have transportation to and from the Facility, to arrive and depart promptly, and to park in areas designated by the Facility.

f. The School shall be responsible for all actions, activities and affairs of Students, the Practicum Instructor and all Instructors during the Practicum Rotations to the extent required by law.

g. The School shall be responsible for planning and implementing the educational program, including administration, programming, curriculum content, books and materials, faculty appointments, eligibility and admission criteria, Student selection, matriculation, promotion, graduation, Student performance evaluation, Instructor performance evaluation, references and all academic aspects of the Practicum Rotation programs.

h. The School will work with Students in developing individual learning contracts to support their learning needs while enrolled in the Practicum Rotation

4. Responsibilities of the Facility.

a. The Facility shall designate a faculty member (the "Preceptor/Mentor") to work directly with Students and to coordinate all the learning activities of Students.

b. The Facility shall provide the Practicum Instructor with copies of the Facility's policies, rules, regulations and procedures that are applicable to Students' and Instructors' participation in the Practicum Rotations.

c. The Facility shall permit Students to assist in the provision of educational activities in classroom, laboratory, and clinical experiences.

d. The Facility shall provide parking in designated areas for Students.

e. The Facility shall permit the School and its accreditation agencies to visit, tour and inspect the Facility's facilities and records relating to the Practicum Rotations on reasonable notice during the Facility administration's regular business hours. If the Facility is a clinical facility visit will be subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimizing disruption or interference with Facility operations, including patient care activities.

f. The Facility shall make its classrooms, conference rooms and library facilities available to the School for the Practicum Rotations, without charge, subject to availability and Facility policies regarding use of its facilities.

g. The Facility shall make available emergency care and treatment to Students and Instructors, as necessary, subject to its usual charges.

5. Responsibility of the Preceptor:

- a. Discuss learning needs with Practicum Instructor and Student related to course.
- b. Provide ongoing supervision and direction of student, at the direction of the faculty, consistent with preciously documented student ability level and expectations consistent with learning objectives.
- c. Assist student in professional development, with opportunities to explore the nursing educator role.
- d. Demonstrate ways in which the professional nurse interacts collaboratively.
- e. Provide ongoing feedback to Practicum Instructor regarding student performance and experiences.

5. Conflicts and Removal of Students or Instructors. If a conflict arises between an employee of the Facility, on the one hand, and an Instructor or Student, on the other, the Practicum Instructor and Facility Coordinator shall intervene in an attempt to resolve the matter. The Facility may require that the School immediately remove a Student or Instructor from a Practicum Rotation when the Facility believes that the individual exhibits inappropriate behavior, is disruptive, does not comply with Facility rules or policies, or poses a threat to the health, safety or welfare of a patient, employee or any other person.

6. Representations and Warranties of the School. The School represents and warrants to, and covenants with, the Facility as follows:

- a. Each Student is currently enrolled at the School. Students who are under 18 years of age have obtained written permission of a parent or guardian to participate in the Practicum Rotation; if the Student is an emancipated minor, then the Student has furnished written authorization to participate in the Practicum Rotation.
- b. Students are required to wear name badges issued by the School, be well-groomed and make a neat appearance while at the Facility.
- c. A Student may perform duties and procedures for which he or she has been prepared academically, but not any others.
- d. The School shall continuously monitor and evaluate the competence and performance of each Student and shall remove from a Practicum Rotation any Student who is not competent or qualified to participate in the Practicum Rotation.

e. The Instructors are duly licensed to practice as registered nurses in Oklahoma; the license of each Instructor is unrestricted; and each Instructor must keep his or her license current, in good standing and unrestricted during the entire term of this Agreement.

f. The Instructors are experienced, qualified and currently competent to provide the services that are required of them for the Practicum Rotations and any services required of them under this Agreement.

g. The School has not been excluded, debarred, or otherwise made ineligible to participate in any federal healthcare program as defined in 42 USC § 1320a-7b(f).

h. All information that has been furnished to the Facility concerning the School, Students and Instructors is true and correct in all respects.

i. All representations and warranties in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations and warranties become inaccurate in any way, the School shall immediately notify the Facility.

7. Employees of the School. Other than any Facility employee designated as an Instructor as permitted in this Agreement, the School, and not the Facility, is the employer of the Instructors and Practicum Instructors. The School shall be responsible for (a) the compensation and benefits payable and made available to the Instructors and Practicum Instructors, and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law.

8. Insurance Coverage.

a. State-Operated Institutions. This provision is applicable to Schools that are owned and operated by the State of Oklahoma. The School represents that it and its faculty are self-insured according to the Oklahoma Governmental Tort Claims Act. The School agrees to furnish verification of professional liability insurance covering the participating Students and Instructors. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement. During the term of this Agreement, the School shall require Students and Instructors to maintain, and each Student and Instructor shall continuously maintain professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and with such coverages as may be acceptable to the Facility. Upon request, the School shall arrange for the Students to provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policies shall provide that they may not be cancelled or terminated without giving the Facility at least 30 days advance notice of cancellation or termination.

9. Termination.

a. Termination for Cause. The Facility may immediately terminate this Agreement for cause upon notice to the School upon the occurrence of any of the following events: (i) the failure of the School to maintain insurance coverage as required by this Agreement; or (ii) the School fails to bar a Student from participating in a Practicum Rotation after the Facility has informed the School to remove a Student for reasons permitted under this Agreement.

b. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement by giving at least 30 days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the 30 day period. This provision shall not constitute an election of remedies by either party, and each party shall have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

10. Responsibility for Actions. Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors and affiliates. A party shall not be liable for any claims, demands, actions, costs expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. If the School is an agency or institution of the State of Oklahoma, the School's liability shall be governed by the Oklahoma Governmental Tort Claims Act.

11. Disclaimer of Intent to Become Partners. The Facility and the School shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither party shall incur any financial obligation on behalf of the other.

12. Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth below the signatures of the parties.

13. Confidentiality. The School shall, and the School must require Practicum Instructors, Instructors and Students to, keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the School or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority. The School, Practicum Instructors, Instructors and Students shall not use such information except as required to provide patient care services in the Practicum Rotations.

14. HIPAA Compliance.

a. The School must, and the School shall require the Practicum 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 of 1996, as it may be amended from time to time ("HIPAA") 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 Facility, the School 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 Facility any use or disclosure of the information not provided for by this Agreement of which the School becomes aware; and (iv) require that any agents, including a subcontractor, to whom the School provides protected health information received from, or created or received by the School on behalf of, the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

15. FERPA Compliance. The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

16. 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 Facility shall remain the sole property of the Facility.

17. Non-Discrimination. Except to the extent permitted by law, the Facility, the School, 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 School, 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 School 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 School permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the School 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.

18. Facility Policies and Procedures. The School shall, and the School must require Instructors and Students to, comply with the policies, rules, and regulations of the Facility as provided to the School by the Facility.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

20. No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

21. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

22. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

23. Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to the Facility is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the Facility or the School to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

24. No Third-Party Beneficiaries. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

25. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

ADDENDUM :

The students in the masters of nursing program at Northeastern State University are all registered nurses and have individual professional liability insurance policies. A copy of each student's liability insurance policy face sheet is available in the student's file in the Nursing Office at Northeastern State University and the Nursing Program is a certificate holder for each policy.

SCHOOL:

Northeastern State University

By _____

Steve Turner, PhD
President
600 N. Grand Ave.
Tahlequah, OK 74464

Date

By _____

Heather Fenton EdD MSN RN CNE
Chair: MSN Program
Email: fentonh@nsuok.edu

Date

FACILITY:

Broken Arrow Public Schools

By _____

Authorized Signature

Date

Email: laycock@baschools.org

Address: 701 S. Main Street

Broken Arrow, OK 74012