

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 11/7/2024

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: _____

Cabinet Team Member:

Funding Source:

Fund/Project

OCAS Coding

Consent

Action

Accept and Approve agreement between Broken Arrow Public Schools and the City of Broken Arrow for the remainder of the 2024-2025 school year. Internships shall include Marketing, IT Help Desk, Human Resources, and Planning & Development. The agreement is valid through June 30, 2025. The program and/or services will help to support the District's commitment toward ensuring the every child has an opportunity-rich learning environment and experiences, and support the mission to graduate 100% of Broken Arrow Public School students, college, career ready. There is no cost to the district. /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.



BROKEN ARROW PUBLIC SCHOOLS
BROKEN ARROW, OKLAHOMA

Memorandum of Understanding

Between

Independent School District No. 3 of Tulsa County, Oklahoma Broken Arrow Public Schools

and

City of Broken Arrow

Project Pathways Internship Program (BAPS Program)

This **MASTER MEMORANDUM OF UNDERSTANDING (MMOU)** is created and entered into by **and between Independent School District No. 3 of Tulsa County, Oklahoma Broken Arrow Public Schools**, herein after referred to as "the District," and **City of Broken Arrow** referred to as "the Provider," collectively referred to as "The Parties"

1. Purpose. The purpose of the MMOU is to establish a working arrangement and agreement between the District and the Provider for educational and enrichment programs and services the Provider may furnish to the students and the learning community of the District.
 - a. This MMOU shall serve as the overarching master agreement between the Parties.
 - b. This MMOU sets forth the understandings, intentions, and master governing terms, conditions and provisions for the program(s) and services that the District and Provider may mutually agree to during the term of this MMOU.
2. Mutual Benefits and Interests. The programs and/or services the Provider offers will help to support the District's commitment toward ensuring that every child has an opportunity-rich learning environment and experience, and support the mission to graduate 100% of BAPS students, college and / or career ready.
3. Working Agreement. The Parties agree this MMOU shall serve as the master agreement for all programs and services offered, and no further master agreement shall be required, provided all programs and services are communicated and approved by a specific written Participating Addendum for each program or service, approved by the designated administrative personnel for each Party. Depending on the programs and fees, the District's Board of Education may need to approve a Participating Addendum.

- a. The terms, conditions, and all provisions of this MMOU shall be applicable to all programs and services as defined in and by each Participating Addendum. Where conflicts between the Participating Addendum and MMOU occur, the MMOU terms and conditions shall prevail.
- b. The Provider agrees to furnish all labor, materials, resources, goods, services, and insurance for all programs and services as described in each program's Participating Addendum.
- c. Where it is in the best interest of the PARTIES, the PARTIES may solicit and secure outside or third-party funding for the programs(s). The Participating Addendum must clearly identify and describe all funding sources including, but not limited to, third-party funding and District funding source(s), if applicable.
- d. Funding and Payment
 - i. Where the District is solely responsible for the direct payment of fees, expenses and services, the Provider agrees not to furnish any labor, materials, resources, goods or services, without first obtaining a (1) signed Participating Addendum, and (2) a valid District purchase order for the program expenses in the fiscal year in which the program is offered. The District's fiscal year begins on July 1st and ends on June 30th

4. Privacy and Security. To provide a safe and secure environment for the students, Provider agrees it will act under this MMOU in compliance with 70 O.S. §6-101.48.

- a. Provider agrees that where work is to be performed by a company employee, which would otherwise be performed by a school employee on a full-time or part time basis, the company shall not permit any person(s) to work on school premises, if said employee has been convicted in this state, the United States, or another state of a felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the offense.
- b. Provider's agreement to and acceptance of the MMOU. As evidenced by the signature(s) below, serves as Provider's statement of compliance with the requirements of Title 70 O.S. §6-101.48(B).
- c. Provider agrees to require all persons under its authority to register through the District's visitor tracking system and clearly display the printed visitor badge while performing activities described in this MMOU on School Premises.
- d. Provider agrees to protect the privacy of student information and educational records in accordance with the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA).
 - i. A student's social security number or student identification number. Race/ethnicity, citizenship, nationality, gender, grades, or class schedule is

always protected information which should solely be used internally, and even then, only when essential and among authorized individuals, and which should never be shared with any third party.

- ii. Other records that are directly related to a student or students are also considered educational records that are protected under FERPA. They can be items that contain a student's name, or several students' names, or information from which an individual a student or students can be personally (individually) identified. Educational records include files, documents, and materials in whatever medium (handwriting, print, monitor scree, tapes, disks, film, microfilm, microfiche, or notes) that contain information directly related to students and from which students can be personally identified. No educational record should ever be shared with a third party without express written permission from the parent or guardian (if the student is under 18). Or the student (if the student is age 18 or older)
- iii. Provider agrees that no one under its authority shall gather, release, or make public in any way any information related to or that could lead to identification of a student. This includes taking photographs, making recordings (video and/or sound), collecting student's written or oral statements, or using records made in connection with the activities that are the subject of this MMOU. The only exception is where written permission that specifically authorizes gathering, releasing, or otherwise using the types of information described in this paragraph is obtained from the parent (if the student is under the age of 18, or the student (if the student is age 18 or older).

5. Limitation of Liability and Indemnification. Prover agrees to defend, save, indemnify, and hold the district harmless from any actual alleged third-party claims, demands, causes of action, liability, loss, damages, and/or injury arising out of any intentional acts, omissions, negligence, or willful misconduct of Provider's personnel, employees, agents, contractors, independent contractors, or volunteers in connection with the performance of the activities described in this MMOU.

- a. Where Provider is a public entity, i.e. the State of Oklahoma, an institution of Oklahoma higher education, a county or city, or political subdivision of the State of Oklahoma, the District recognizes the sovereign immunity and limitations of liability afforded the public entities under Oklahoma law and the Oklahoma governmental Tort Claims Act. Therefore, this indemnification and any limitation of liability for Oklahoma public Provider shall only be applicable to the extent permitted under the constitution and law as of the State of Oklahoma.

6. Insurance Requirements. Th Provider agrees to furnish and maintain for the duration of this agreement the following insurance, as checked.

- a. Section 5.a. applies to the Provider: The district recognizes and accepts Provider's limited liability and sovereign immunity.
- b. General Liability Insurance: \$1,000,000 each occurrence (combined single limit for bodily injury and property damage); \$2,000,000 general aggregate.
- c. Professional Liability Insurance: \$1,000,000 each occurrence, \$2,000,000 general aggregate. (required for professional service, e.g. medical counseling, etc.)
- d. Business Auto Liability: Business automotive property and liability coverage for all owned, leased, hired, and furnished vehicles at a minimum of \$1,000,000 combined single limit per accident. (If Provider will furnish transportation or utilize company vehicles on school premises for student/employees' access).
- e. Workers' Compensation*: Workers Compensation insurance in accordance with the Oklahoma Statutory requirements for Workers' Compensation. Required if Provider will have employees working on District Premises.

7. Points of Contact and Program Designees.

a. The Principal address for Broken Arrow Public Schools is **701 S. Main St. Broken Arrow, Oklahoma 74012.**

b. The principal address for Provider is:

| | |
|------------------|------------------------|
| 220 S. 1st Place | Broken Arrow, OK 74012 |
| Street Address | City/State/Zip |

c. Designated approvers of Participating Addendum

| | |
|--------------------------|---|
| <u>For the District:</u> | Chuck Perry, Superintendent Dr. Karla Dyess, Deputy Superintendent Sharon James, Executive Director of Educational Programming Crystal Barber, High School Principal |
| <u>For the Provider:</u> | Kristin Ross Talent Acquisition Coordinator Human Resources Department |

d. Points of Contact

| | |
|--|--|
| Provider (Agency Name) City of Broken Arrow | <u>Broken Arrow Public Schools</u> |
| Primary Contact Primary Kristin Ross | District <u>Crystal Barber</u> |
| Contact's Title Primary Talent Acquisition Coordinator | Primary Contact <u>High School Principal</u> |
| Human Resources Department | Primary Contact's Title <u>cbarber@baschools.org</u> |
| Contact's email Primary KRoss@brokenarrowok.gov | Primary Contacts Email Address <u>918-259-4701</u> |
| Contacts Number 918-259-2400 ext. 5392 | Primary Contact Number |

8. General Provisions.

- a. The programs offered by the Provider, pursuant to this MMOU and accompanying Participating Addendum, are for the educational and enrichment benefit of the students and participants of the programs and not directly for the benefit of the District.
 - i. Unless otherwise stated herein, this MMOU does not authorize any expenditure of funds or obligate the District to expend, exchange, or reimburse funds, services, or supplies, or transfer anything else of value for the services provided.
- b. As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 1114, and as supplemented in the Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement. The Provider represents that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, sex, political beliefs, or veteran status; Provider does not maintain not provide for its employees any segregated facilities, nor will the Provider permit its employees to perform services at any location where segregated facilities are maintained. In addition, the Provider agrees to comply with the applicable provisions of Section 504 of the Rehabilitation Act, if applicable to the services provided.
- c. Provider agrees that it will not claim or imply that the district endorses the sale or purchase of its services.
- d. Provider agrees not to use the district trademarked logos without the expressed written authorization from the district communication department. The provider is not authorized or licensed to use the district license "BA" logo. Provider agrees not to use, display or reference on any printed material, electronic or digital media, including social media, or the districts high school mascot.

- e. This MMOU in no way restricts either party from participating in any activity with other public or private agencies, organizations, or individuals.
- f. This, MMOU does not create or form of joint venture or partnership between the parties. Furthermore, this, MMOU shall not be construed to create an employment or agency relationship between the provider and the district or any of their respective employees or agents. the provider and the district shall, at all times, act and function pursuant to this MMOU, and hold themselves out as independent contractors.
- g. Provider agrees to, and asserts that there exists no conflict of interest by any agents of the provider and the school district, and its board of education between the owners, members, officers, directors, principles, employees, and agent(s.) furthermore, no district board member, officer, Director, principal, employee or agents has been offered or received anything of monetary value and exchange for this MMO, PA, contract, agreement and associated payments.
- h. This MMOU shall be made, and construed in accordance with the laws and regulations of the state of Oklahoma and Tulsa County.
- i. This MMOU shall be effective on the last date, signed below or on execution and approval by the board of education of the district, whichever occurs last, and shall end on **June 30, 2025**. To remain valid, this MMOU may be renewed annually by the parties by written renewal. Either party may cancel this MMOU and associated PAs with 30 days written notice to the other party by certified mail, email, or hand-delivered method. This MMOU may be extended for an additional two years by mutual consent of both parties, and by acceptance of a renewal agreement.

The PARTIES do hereby acknowledge and agree to the terms of this MMOU.

Witnessed:

Broken Arrow Public Schools, ISD No. 3

City of Broken Arrow

 President of the Board of Education (Print Name)

 Provider (Print Name)

 Signature

 Signature

 Date

 Date



BROKEN ARROW

Where opportunity lives

Job Title: High School Marketing Intern

Location: City of Broken Arrow Economic Development & Tourism Division

Position Type: Unpaid Internship

Duration: Flexible

Availability: 2

Hours: Morning and afternoon availability

About Us: The City of Broken Arrow is a dynamic community that is continually expanding and evolving. Our Economic Development & Tourism Department is at the heart of driving growth, attracting new businesses, and promoting the city as a top destination. We focus on enhancing economic vitality while preserving our city's unique charm. As part of our team, you'll contribute to projects that help shape the future of Broken Arrow's local economy and tourism.

Position Summary: The City of Broken Arrow Economic Development & Tourism department is seeking a dynamic and motivated Marketing Intern to join our team. This internship presents a unique opportunity for individuals interested in gaining hands-on experience in destination marketing and economic development within a thriving community.

Key Responsibilities:

- Develops engaging content for various marketing channels, including social media, newsletters, and the official website.
- Assists in day of activities for major City events.
- Helps with preparation and logistics for major City sponsored events.
- Captures high-quality photos and videos to be used in marketing materials.
- Assists in editing and organizing multimedia content.
- Updates merchant contact information lists for Rose District and New Orleans Square.
- Creates contact information lists for various tourism efforts.
- Creates flyers providing information to stakeholders about filming in Broken Arrow.

- Delivers flyers to major stakeholders providing information on how to become a film location.
- Performs other related job duties as assigned.

Learning Objectives:

- Gain practical experience in marketing, communications, and economic development.
- Learn about digital marketing, content creation, and the role of social media in public engagement.
- Develop an understanding of how tourism and economic development initiatives contribute to community growth.

Qualifications: Current High School Junior or Senior at one of our partner schools. Excellent computer and communication skills.

Dress Code: Business casual attire is not required; however, please avoid wearing t-shirts and jeans with holes. Aim for neat and presentable clothing suitable for a professional office environment.



BROKEN ARROW

Where opportunity lives

Job Title: High School IT Help Desk Intern

Location: City of Broken Arrow IT Department
200 South 1st. Street Broken Arrow, OK 74012

Position Type: Unpaid Internship

Duration: Flexible

Availability: 2

Hours: Morning and afternoon availability

About Us: The City of Broken Arrow IT department plays a vital role in ensuring the seamless operation of city services by providing technological support, managing critical infrastructure, and driving digital transformation efforts.

Position Summary: The City of Broken Arrow is offering a unique opportunity for high school students interested in technology to gain hands-on experience through an unpaid internship with our IT Help Desk team. This internship will introduce IT support and offer a practical environment for developing skills in problem-solving, communication, and customer service.

Key Responsibilities:

- Job shadows the IT Help Desk technicians providing first-level technical support by responding to basic hardware, software, and network issues.
- Learn how to diagnose common IT issues and assist in resolving problems related to computer systems, printers, mobile devices, and other equipment.
- Help track and document service requests and resolutions using our ticketing system.
- Assist in setting up computers, installing software updates, and configuring devices according to organizational standards.

Learning Objectives:

- Gain hands-on experience in IT support and troubleshooting.
- Develop technical skills related to computer hardware, software, and networking.
- Learn about customer service principles in a professional environment.
- Experience working in a government IT department.

Qualifications: Current High School Junior or Senior at one of our partner schools. The student must not be a relative of anyone currently employed by the City of Broken Arrow.

Dress Code: Business casual attire is not required; however, please avoid wearing t-shirts and jeans with holes. Aim for neat and presentable clothing suitable for a professional office environment.



BROKEN ARROW

Where opportunity lives

Job Title: High School Human Resources Intern

Location: City of Broken Arrow Human Resources Department
201 S. 1st Street Broken Arrow, OK 74012

Position Type: Unpaid Internship

Duration: Flexible

Availability: 2 Student Interns

Hours: Flexible

About Us: The City of Broken Arrow is committed to fostering a positive and productive work environment for its employees. Our Human Resources Department plays a critical role in supporting the city's workforce through recruitment, training, and employee relations. As an intern, you will gain valuable experience in human resources practices and contribute to our mission of excellence in public service.

Position Summary: We are looking for enthusiastic high school students to join our Human Resources team as unpaid interns. This role will provide you with practical experience in HR functions, exposure to various HR processes, and the opportunity to contribute to meaningful projects that support the city's workforce.

Key Responsibilities:

- Scan, organize, and digitize physical HR documents to create a comprehensive digital archive.
- Ensure the accuracy and completeness of digital records.
- Maintain confidentiality and security of all HR files and sensitive information.
- Assist in the planning, coordination, and execution of HR projects and initiatives.
- Conduct research and gather data to support HR strategies and decision-making processes.
- Collaborate with HR team members to implement and monitor project progress.
- Assist in the coordination of training programs and workshops.
- Track employee participation and feedback on training sessions.
- Support the development of training materials and resources.
- Assist in the preparation and distribution of onboarding materials for new employees.
- Support the coordination and facilitation of orientation sessions.

- Help ensure a smooth onboarding process by addressing new hire inquiries and needs.
- Provide general administrative support to the HR department, responding to emails, and scheduling meetings and general tasks.
- Assist in creating job advertisements.
- Prepare and distribute HR-related communications and documents.
- Gain a general understanding of all HR practices at COBA.
- Assist with special projects and other duties as assigned by the HR team.

Learning Objectives:

- Gain insight into the various functions and responsibilities of a human resources department.
- Develop practical skills in HR administration, recruitment, and employee relations.
- Build professional communication and organizational abilities.
- Understand the role of HR in supporting and enhancing employee engagement and performance.

Qualifications: Current High School Junior or Senior at one of our partner schools. The student must not be a relative of anyone currently employed by the City of Broken Arrow.

Dress Code: Business casual attire is not required; however, please avoid wearing t-shirts and jeans with holes. Aim for neat and presentable clothing suitable for a professional office environment.



BROKEN ARROW

Where opportunity lives

Job Title: High School Planning & Development Intern

Location: City of Broken Arrow Community Development Intern
200 South 1st. Street Broken Arrow, OK 74012

Position Type: Unpaid Internship

Duration: Flexible

Availability: 2

Hours: Morning and afternoon availability

About Us: The City of Broken Arrow's Community Development Department is dedicated to planning and managing the growth and development of our community in a way that balances the needs of residents, businesses, and the environment. By joining our team, you will gain valuable insights into how cities grow, adapt, and serve their citizens while contributing to projects that shape the future of Broken Arrow.

Position Summary: The City of Broken Arrow is seeking motivated high school students with an interest in planning/engineering, community development, and local City Government, for an unpaid internship with our Community Development Department.

Key Responsibilities:

- Assisting the Administrative Specialist with organizing documents, scheduling meetings and managing project files.
- Perform other clerical duties.

Learning Objectives:

- Gain hands-on experience in urban planning and community development.
- Build skills in research, data analysis, and project management.

Qualifications: Current High School Junior or Senior at one of our partner schools. Excellent computer and communication skills.

Dress Code: Business casual attire is not required; however, please avoid wearing t-shirts and jeans with holes. Aim for neat and presentable clothing suitable for a professional office environment.