



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 6/18/2024

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 YES NO
 If yes, Technology Admin: _____

Cabinet Team Member:

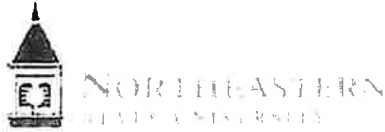
Funding Source:
Fund/Project OCAS Coding

Consent Accept and approve the Agreement between Broken Arrow Public Schools and Northeastern State University to allow School Counselors-in-Training to complete their practicum/Internship with Certified School Counselors. Cost to the District is \$16.45 for criminal background checks per student intern.

Action The Agreement between the District and Northeastern State University practicum/internship MOU will be for the 2024-2025 school year.

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.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) establishes an Affiliation Agreement (“*Agreement*”) by and between Northeastern State University (“*University*”) and BAPS (“*District*”), effective this day of July 16, 2024 (“*Effective Date*”) for 1 year, expiring June 30, 2025 (“*Expiration Date*”)

Whereas, the University desires to utilize District for the purpose of providing practical learning and clinical/occupational experiences for its *Masters of Science in Counseling: School Counseling* (“*Program*”) in connection with the enrolled student(s); and

Whereas, District, as a licensed and accredited school district in accordance with the laws of the State of Oklahoma, in service to the community and to promote high standards of preparation and training for students, is willing to provide the necessary facilities and conditions for clinical/occupational experiences.

Now, therefore, it is understood and agreed upon by the parties hereto as follows:

I. UNIVERSITY RESPONSIBILITIES:

- a. Provision of Foundation Curriculum to Student(s). The University shall have the total responsibility for planning and determining the adequacy of the educational experience of Student(s) in theoretical background, basic skill, professional ethics, attitude, and behavior, and hereby represents that such Student has satisfactorily completed the prerequisite didactic portion of the Program curriculum prior to placement at District.
- b. Designation of Liaison to District and Communications Relating to Clinical Placements. The University will designate a faculty or other professional staff member to coordinate and act as its liaison to the district (“*Internship Coordinator*”). A regular exchange of information will be maintained by email, on-site visits when necessary, and letter or telephone in other instances. Further, the University shall notify the District, in writing, of any change or proposed change of the Internship Coordinator.
- c. Evidence of Student(s) Qualifications. University shall refer to District only those Students who have satisfactorily completed the prerequisite portion of the program that is applicable to the District.
- d. Criminal Background Check and Drug Screen Compliance. Where applicable, a criminal background check and drug screen, shall be required of Student(s) prior to participation in the Program.



- e. University Notices to Student(s). The University shall notify Student, prior to the arrival at District that the Student(s) are required to:
- i. Follow the administrative policies, standards, and practices of the District.
 - ii. Obtain medical care at their own expense for any injuries or illnesses sustained during assignment to the District.
 - iii. Provide own transportation.
 - iv. Report to the District on time and follow all established regulations during the regularly scheduled operating hours of the District.
 - v. Conform to the standards and practices established by the University while functioning at the District.
 - vi. Obtain prior written approval of the District and the University before publishing any material relating to the Program experience.
 - vii. Meet the personal, ethical, and professional standards required of employees of the District and consistent with the applicable professional Code of Ethics (ACA, ASCA) and/or other relevant accrediting or regulatory bodies.

II. DISTRICT RESPONSIBILITIES:

- a. Provision of Facilities. Subject to the provisions of Section III.b. of this Agreement, the District agrees to make the appropriate facilities available to the University in order to provide supervised clinical experiences to Student(s). Such facilities shall include an environment conducive to the learning process of the student as intended by the terms of this Agreement and conforming to the customary District procedures.
- b. District Rules Applicable to Program. Student(s) shall remain subject to the authority, policies, and regulations imposed by the University and during periods of clinical assignment, Student(s) will be subject to all rules and regulations of the District and imposed by the District on its employees and agents with regard to following the administrative policies, standards, and practices of the District.
- c. Client Care. While at the District, Student(s) are not to replace the District staff, and is not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a Student(s) and a client shall be under the proximate supervision of a



member of the staff of the District. The District shall at all times remain responsible for client care.

- d. Emergency Treatment of Student(s). In case of emergency, standard procedure will be followed. It is the Student's responsibility to bear the cost of the emergency treatment.
- e. Designation of Liaison to University. The District shall designate a liaison responsible for coordinating the clinical placements ("*Site Supervisor*"). That person shall maintain contact with the Internship Coordinator to assure mutual participation in and surveillance of the Program. The District shall notify the University in writing of any change or proposed change of the Site Supervisor.
 - i. Qualifications. The Site Supervisor must have a minimum of a master's degree in counseling or a related profession, appropriate certifications and/or licenses, a minimum of two (2) years of pertinent professional experience in the Program area, and knowledge of the Program's expectations, requirements, and evaluation procedures for students.
 - ii. Duties. The Site Supervisor agrees to provide at least one (1) hour of supervision to the Student each week to focus on the development of counseling skills and practice, complete evaluations in a timely manner, and communicate any concerns to the Internship Coordinator.
- f. Identity and Credentials of Site Supervisor. The District shall designate and submit in writing to the University, via Internship Coordinator, the name, professional and academic credentials of the individual(s) overseeing Student(s) experiences.
- g. School Tour of District. The District shall, on reasonable request and subject to legal restrictions regarding confidentiality, permit a tour of its facilities and other items pertaining to clinical learning experiences, by representatives of the University and agencies charged with responsibility for approval of the facilities or accreditation of the Program, on such date(s) and time(s) mutually agreed by the parties.
- h. Provision of Relevant District Policies. The District shall provide the Student(s) and the University the District's administrative policies, standards, and practices relevant to the Program.
- i. FERPA Compliance. The District shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, (FERPA), and shall take all measures necessary to ensure the confidentiality of any and all information in



its possession regarding the University's students who train at the District pursuant to this Agreement.

III. OTHER RESPONSIBILITIES:

- a. Compliance with Patient Privacy Laws. The University agrees to abide by and require that its Faculty and Student abide by all applicable state and federal laws, rules, and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act of 1974 (FERPA), each as amended from time to time. Student shall be required to comply with the District's policies and procedures regarding the confidentiality of patient information and the use of all such information.
- b. Determination of Instructional Period. The course of instruction will cover a period of time as arranged between the University and the District. The beginning dates and length of experience shall be mutually agreed upon by the University and the District.
- c. Evaluation of Student(s) Clinical Experiences. Evaluation of the clinical learning experiences of Student(s) will be accomplished jointly by the University and the District. Internship Coordinator and Site Supervisor will communicate on a regular basis for the purpose of reviewing and evaluating the clinical experience offered to Student(s).
- d. Removal of Student(s).
 - i. The University has the right to remove Student(s) from a clinical education program. Student(s) will comply with the University's rules and regulations and conduct themselves in the proper manner. A student is held responsible for any breach of respectable conduct, whether or not expressly stated in University publications such as the NSU Student Handbook, the Student Code of Conduct and/or the NSU Program Counseling Handbook or the NSU Program Counseling Handbook. The University shall notify the District of any such removal in writing.
 - ii. The District may immediately remove Student(s) participating in the Program from the District's premises for behavior that the District deems to be an immediate threat to the health or welfare of its clients, staff members, visitors, operations, or a detriment to achievement of the stated objectives of the Program, as determined in District's sole discretion. In such event, the District shall notify the University in writing of its actions and the reasons for its actions as soon as possible.



IV. TERMINATION OF AGREEMENT:

- a. Termination Due to Uncured Breach. In the event of a material breach of this Agreement that is not cured within fifteen (15) days from the date written notice is given by the non-breaching party, specifying the breach or breaches), the non-breaching party may terminate this Agreement at any time thereafter upon written notice to the breaching party.

V. ADDITIONAL TERMS:

- a. Student Insurance Coverage. The University does not provide malpractice insurance for Student(s). Student(s) are required to maintain malpractice insurance throughout the Program. Student malpractice insurance must protect up to \$1,000,000 for each claim, up to \$3,000,000 annual aggregate subject to a master policy aggregate. Failure to provide proof of insurance or maintain liability insurance, will result in removal from coursework. Student shall provide District with a certificate of insurance, if requested by District.
- b. Confidentiality. Each party and their respective agents, employees, faculty, student, and representatives shall protect from unauthorized disclosure of any information pertaining to District clients, personnel, operations, and facilities and staff of both University and District. These obligations shall survive the expiration or earlier termination of this Agreement.
- c. Medical and Educational Records. All medical and educational records of clients treated or observed by Student of University shall remain at all times the sole property of District and may not be copied or removed from District by Student or University faculty without the express written consent of District. At all times, during the term of this Agreement and thereafter, Student and University shall protect from unauthorized disclosure all information, records, and data pertaining to District, its clients, staff, facilities, and stakeholders.
- d. Qualifications of University Faculty. The University represents and warrants that relevant faculty members are appropriately certified and/or licensed.
- e. Assignment. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
- f. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.



- g. Severability. If any provision of this Agreement or the application to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
- h. Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, and the Rules and Regulations of the Oklahoma Office of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of Student(s) or personnel engaged in the performance of this Agreement.
- i. Notice to Parties. Any notice, demand or requires required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by email (receipt confirmed), or on the date of personal delivery (if delivered by hand), or on the date signed for if sent by overnight delivery service to the following addresses, or to such other addresses as either party may request, in the case of the University, by notifying the District, and in the case of the District, by notifying the University:

i. If to the District:

- 1. Address: _____
- 2. Attention: _____
- 3. Email: _____

ii. If to the University:

- 1. Address: 600 N. Grand Ave. Tahlequah, OK 74464
- 2. Attention: General Counsel
- 3. Email: president@nsuok.edu

Or to other such addresses as the parties specify in writing.



**NORTHEASTERN
STATE UNIVERSITY**

- j. Binding Agreement. This Agreement shall be binding upon the University and the District, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.
- k. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, which shall be the forum for any lawsuit arising from or incident to this Agreement.

IN WITNESS WHEREOF, the University and District have executed this Agreement as of the day and year first written above.

***Northeastern State University, acting for and on behalf of its College of Education,
Psychology and Counseling Department.***

Dr. Rodney Hanley
President
Northeastern State University
University

District