

**BROKEN ARROW PUBLIC SCHOOLS**  
*Educating Today*  *Leading Tomorrow*

Contract Committee Review Request  
**MUST BE COMPLETED IN FULL**

Date: 5/6/22

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:

Leadership Team Member:

Funding Source:    
Fund/Project OCAS Coding

**Consent**  
 **Action**

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and the Oklahoma Department of Human services, OKDHS, to provide (2) School-Based Specialists (social workers) to serve all BAPS sites. BAPS will pay OKDHS 50% of the salaries up to \$30,000.00 per School-Based Specialists from Title IV Funds.

**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.*

## **SCHOOL-BASED SERVICES AGREEMENT**

**THIS AGREEMENT** is entered between the Oklahoma Department of Human Services (OKDHS) and Broken Arrow Public Schools (BAPS) in order to provide a School-Based Specialist to be placed at the school(s). The term of this Agreement begins July 1, 2022, and ends June 30, 2023. OKDHS and BAPS may be referred to collectively herein as "the Parties."

**WHEREAS**, OKDHS desires to place an OKDHS School-Based Specialist in the school(s) to provide a collaborative link between the school(s) and OKDHS, community partners, and resources.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### **OKDHS Responsibilities:**

1. OKDHS will provide an employee, hereinafter referred to as a School-Based Specialist (SBS) to be placed in school(s) designated by BAPS beginning at such time DHS has an employee placed in the SBS position for BAPS
2. OKDHS will provide the same benefits to the SBS including but not limited to; workers compensation, state holidays and leave as listed for the SBS' qualifications and tenure.
3. The SBS will retain the same rights and privileges and the same obligations set forth in OKDHS policy. The SBS will maintain office hours similar to the school staff members and shall be no less and no more than forty (40) hours per week.
4. OKDHS shall at all times supervise the SBS, OKDHS will advise BAPS of the supervisor's name and contact information. OKDHS shall appraise SBS' performance.
5. SBS will request leave in advance except in the event of an emergency and OKDHS will notify BAPS.
6. The SBS will adhere to OKDHS' and BAPS confidentiality requirements, and BAPS dress code and standards of conduct.
7. OKDHS will bill BAPS quarterly for 50% of the SBS' salary, benefits and administrative costs.
8. OKDHS will be responsible for maintenance and support for computer, equipment, and cell phones and retains ownership thereof.
9. In the event that BAPS deems that Distance Learning is necessary for reasons of health and safety, OKDHS will continue to supply the SBS Workers to perform the same services using means appropriate to Distance Learning.

**School District Responsibilities:**

1. BAPS will provide office space conducive for confidential interviewing and case management.
2. BAPS will advise the SBS and his/her supervisor of all rules and regulations applicable to SBS' job duties.
3. BAPS shall pay OKDHS 50% of the SBS' salary, benefits, and administrative costs within forty-five (45) days of receiving a proper invoice from OKDHS. The school district's financial obligation shall not exceed \$30,000 for the contract year.
4. BAPS will assign an employee to act as a liaison between BAPS and DHS' supervisor for periodic review of the program and for input into SBS' performance appraisal.
5. BAPS will provide broadband connectivity to allow VPN connection for the SBS either through its existing network or a dedicated connection for OKDHS' computers.
6. BAPS will supply OKDHS with all administrative data necessary for administration of the program, as allowed by state and federal law.
7. In the event that BAPS deems that Distance Learning is necessary for reasons of health and safety, it will continue to pay for the SBS positions at the agreed upon rate.

**General Provisions:**

1. Neither Party hereto shall assign or transfer its rights or obligations pursuant to this Agreement without prior written consent of the other party's consent will not be held unreasonably.
2. Either Party hereto may terminate without cause with thirty (30) days written notice.
3. DHS is the employer of the SBS and BAPS will have no rights or obligations to the SBS as an employer for withholding remittance of taxes, insurance, FICA, etc.
4. The Parties have or will have by the date services are delivered under its control the personal services, labor and equipment or facilities to perform work required from it pursuant to this Agreement.
5. Unavailability of Funding: Neither Party can guarantee the continued availability of funding for this project, notwithstanding the consideration herein. In the event funds to finance reduce the contract consideration upon notice in writing to the other Party. Each Party retains absolute discretion as to whether its funding is available.
6. Confidential Information: Each Party recognizes the other has and will acquire client/student information which must be protected from improper disclosure. Neither Party, whether directly or indirectly, shall divulge, disclose or otherwise communicate such information to third parties without the prior written consent of the other.

7. HIPAA Privacy Rule: The Parties agree to use and disclose Protected Health Information in compliance with the "Privacy Rule" of the Health Insurance Portability and Accountability Act of 1996 set forth in 45 C.F.R. Parts 160 and 164.
8. Family Education Rights and Privacy Act (FERPA): The SBS shall use and disclose student educational records and family information in compliance with FERPA, 20 U.S.C. §1232g, 34 C.F.R. Part 99.

OKLAHOMA DEPARTMENT OF  
HUMAN SERVICES

By: \_\_\_\_\_

Title: \_\_\_\_\_

BROKEN ARROW PUBLIC SCHOOLS

By: \_\_\_\_\_

Title: \_\_\_\_\_