

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5-18-2022

Contract/Agreement Vendor: Northeastern State University - Rhea Fears

Name of Vendor & Contact Person

fears01@nsuok.edu

Vendor Email Address

Memorandum of Understanding for classroom student teachers.

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.

Approve/Student Interns

Reason/Audience to benefit

6-6-2022

BOE Date

\$ 13.95

Amount of agreement

Person Submitting Contract/Agreement for Review: Lindsay Drake/Becky Bishop

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator: *Lindsay Drake*

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

Leadership Team Member: *[Signature]*

Funding Source: 180 FUNCT 2571 OBJ 340
Fund/Project OCAS Coding

Consent

Action

Accept and approve the Agreement between Broken Arrow Public Schools and Northeastern State University, to allow education students the ability to complete their student teaching within BAPS. Cost to the District is \$13.95 for criminal background checks per student intern.

The agreement between the district and Northeastern State University will continue for the 2022-2023 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.

AGREEMENT
Between
NORTHEASTERN STATE UNIVERSITY
Acting for and on behalf of its
COLLEGE OF EDUCATION
And
BROKEN ARROW PUBLIC SCHOOLS

THIS AGREEMENT is made and entered into as of July 1, 2022, by and between the **NORTHEASTERN STATE UNIVERSITY, acting for and on behalf of its College of Education ("University")**, and **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a Broken Arrow Public Schools ("BAPS")**.

WITNESSETH:

SECTION 1: BAPS agrees to provide the authorization, supervision and instruction of University's teacher candidates who are completing an internship experience as part of their education in the Teacher Education Program. The Teacher Education Program is referred to as the "Program." Those teacher candidates are referred to as the "participants." BAPS agrees to participate in the Program.

SECTION 2: Subject to the last paragraph of this Section 2, BAPS agrees to accept for assignment to cooperating teachers (mentor teacher) at the public school sites selected by BAPS, the participants in the Program. BAPS further agrees the cooperating teacher will give direct supervision to the participant assigned and will work with a faculty member assigned by the University in directing and evaluating the student teacher experience.

BAPS further agrees to provide student teacher supervision, instruction, mentoring or assistance, as reasonably determined by BAPS to be appropriate to enhance and develop the participant's ability to effectively educate children in an urban educational environment including, but not limited to, identifying and serving children with disabilities, serving children from diverse socio-economical populations, and serving children with foreign language barriers.

The University shall initially determine the number and identities of the participants. BAPS shall have the final authority, in its discretion, to accept or reject any of the participants for participation in the Program and BAPS will notify the University of any rejections on or prior to August 10, 2022.

SECTION 3: All arrangements for the placement or removal of student teachers will be coordinated through Director of Human Resources, 701 South Main Street, Broken Arrow Oklahoma, 74012. If a participant fails to comply with the requirements of this Agreement, the guidelines of the Program, BAPS's policies concerning the conduct of its staff, or applicable law or rules or regulations, or if a participant is not performing his/her duties to the satisfaction of

BAPS, the University will be contacted and so informed. If such issues are not resolved to BAPS's satisfaction, the University will, upon written request by BAPS, immediately remove that participant from BAPS's school site.

SECTION 4: The University and its participants will comply with all applicable federal and state laws and regulations and will comply with all BAPS policies, rules and regulations. The University and its participants will keep confidential and not disclose to any person or entity any records or other documentation, including progress notes which may constitute student records as defined in the Family Educational Rights and Privacy Act unless such disclosure is authorized under the Act or pursuant to court order. The University agrees to notify each participant, prior to the first day of class, of the requirements of the participant as set forth in this Agreement and as set forth in the Program's guidelines. BAPS has the right to require each participant to execute one or more acknowledgements of the requirement that the participants comply with all applicable laws, rules, regulations, and guidelines.

SECTION 5: To the extent allowable by Oklahoma law, the University agrees to indemnify, defend and hold BAPS and its officers, administrators, board members and employees harmless from and against any and all claims, liability, loss or expense, including reasonable attorneys' fees, for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the University, its participants, officers, agents, employees or contractors. This indemnification shall survive the termination of this Agreement.

SECTION 6: It is not the intention of the parties to form a joint venture or partnership. This Agreement shall not be construed to create an employment or agency relationship between the University and BAPS or any of their respective employees, participants, students, or agents. BAPS and the University shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. The University agrees and affirms that (a) all University employees entering upon BAPS property under the provisions of this Agreement are and shall be covered by worker's compensation insurance to the extent required by applicable law and (b) BAPS shall, in no event, be required to provide such coverage for the University's employees or agents, or any participant.

SECTION 7: BAPS and the University agree that student safety is a top priority. In an effort to protect the students' safety, the University agrees that it will not place any individual on BAPS property, whether as a participant, officer, agent, employee or contractor, if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. The University hereby certifies that it has conducted due diligence background searches and that none of its participants and none of its employees working on BAPS property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy violent Offender Registration Act. The University shall submit written proof to BAPS's Director of Human Resources that all participants and faculty supervisors coming on to BAPS property have passed background checks prior to their entering on BAPS property. Failure by the University to submit written proof shall not require BAPS to conduct any such searches nor shall the failure reduce University's obligation set forth in Section 5 of this Agreement. All University employees and participants must have in their possession, at all times, a current photo ID which identifies them as a participant or employee of the University

and, if required by BAPS, a BAPS photo ID authorizing access to a specific BAPS site. If at any time a participant or University employee demonstrates actions which are inappropriate or create a disruption within a school, the principal may require that such person leave BAPS property and not return without specific permission of the principal and the Director of Human Resources.

SECTION 8: Neither BAPS, nor its employees, shall receive compensation from the University for services performed under this Agreement in support of the University's Program. Neither University, nor its employees, shall receive compensation from BAPS for services performed under this Agreement in support of the Program. The University may, however, with consent of BAPS, provide tuition waivers to the District for District employees to enroll in a University graduate course.

SECTION 9: With respect to the participants, University acknowledges that no participant will receive, or be entitled to receive, any compensation, salary, benefits under any welfare benefit plan, or health insurance or right to participate in health insurance plans attributable to the participant's participation in the Program. University also acknowledges that:

- The Program, even though it is partially operated at BAPS sites, is similar to training which would be given in an education environment.
- The internship experience is for the benefit of the participant.
- The participant will not displace BAPS's employees, and will work under the supervision of BAPS's staff.
- BAPS derives no immediate advantage from the activities of the participant and on occasion its operations may actually be impeded.
- The participant is not entitled to a job at the conclusion of the Program.
- BAPS, the University, and the participant each understand that the participant is not entitled to wages or other benefits for the time spent in the Program.

SECTION 10: All notices to be made under this Agreement shall be made in writing and delivered by personal delivery by commercial delivery service, or by certified United States mail, return receipt requested, to the following addresses:

If to the University: Dr. Steve Turner, President
Northeastern State University
Tahlequah, OK 74464

If to BAPS: Broken Arrow Public Schools
Attn: Superintendent
701 South Main Street
Broken Arrow, OK 74012

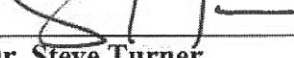
With a copy to: Broken Arrow Public Schools
Attn: Director of Human Resources
701 South Main Street
Broken Arrow, OK 74012

SECTION 11: This Agreement sets forth the entire agreement between the parties as to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

SECTION 12: This Agreement is for a period of one (1) year beginning July 1, 2022, and ending June 30, 2023. Either party may terminate this Agreement, without cause, upon sixty (60) days' written notice. Participants enrolled in the Program and assigned to a BAPS site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.

IN WITNESS WHEREOF, the University and BAPS 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**

By:  5/13/22
Name: Dr. Steve Turner
Title: President, Northeastern State University

“UNIVERSITY”

**INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OKLAHOMA, a/k/a
BROKEN ARROW PUBLIC SCHOOLS**

By: _____
Name: _____
Title: President, Board of Education

“BAPS”