



MEMORANDUM

To: Mr. Chuck Perry

From: Ms. Lindsay Drake
Director of Employee Relations

Date: October 10th Board Meeting

Re: Memorandum of Understanding from University of North Texas

SUBJECT

Accept and approve the Memorandum of Understanding agreement from University of North Texas and Broken Arrow Public Schools to provide opportunities for clinical practice experience in the school setting. The maximum cost to the district is \$13.95 for a criminal background check per student intern.

ENCLOSURE/ATTACHMENTS

Intern Agreement

SUMMARY

The agreement between the district and Memorandum of Understanding from University of North Texas will continue for the 2022-23 school year.

FUNDING

PRJ 180 FUNCT 2571 OBJ 340

RECOMMENDATION

Approve

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: October 10, 2022

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 NO
 If yes, Technology Admin: _____

Cabinet Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent Accept and approve the Memorandum of Understanding agreement between University of North Texas and Broken Arrow Public Schools to provide opportunities for clinical practice experience in the school setting for diagnostician candidates to complete their student teaching within BAPS. Cost to the District is \$13.95 for criminal background checks per student intern.

Action The agreement between the District and MOU from University of North Texas will continue for the 2022-23 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 Between
University of North Texas
And Broken Arrow Public Schools**

This Agreement is made on _____, 20 __, between the University of North Texas (“University”) and Broken Arrow Public Schools (“District”) to provide opportunities for clinical practice experience in the school setting for diagnostician candidates.

Purpose:

The University and District seek to establish a clinical practice school site for diagnostician candidates to complete the clinical practice experience required for their degree programs and requirements for certification and/or licensure.

The District agrees to:

1. Offer an appropriate clinical practice placement where diagnostician candidates may meet requirements for clinical practice necessary for certification and/or licensure.
2. Provide diagnostician candidates with access to a qualified mentor diagnostician with appropriate certification or licensure.
3. Provide opportunities for diagnostician candidates to attend campus and District orientations and trainings.
4. Provide diagnostician candidates access to appropriate district resources including but not limited to online resources, libraries, forms, and professional development opportunities.
5. Notify the University liaison of any concerns about a diagnostician candidate.

The University agrees to:

1. Recommend for placement in the diagnostician program only those students who have earned a satisfactory record and have met the requirements established by the state and the University for participation in a clinical practice experience.
2. Inform all diagnostician candidates that they must meet all District requirements (including but not limited to attendance at orientation, completion of all appropriate paperwork, satisfactory background check, and applications) for placement with the District and return them to the District in accordance with all deadlines set by the District.
3. Provide diagnostician candidates training on their responsibilities regarding participation in the clinical practice experience, including professional conduct, rules set by the University, and state and federal laws relating to education with

specific attention to the Family Educational Rights and Privacy Act (“FERPA”), and the Texas Educators’ Code of Ethics.

4. Provide the District liaison, the diagnostician candidates, the mentor diagnostician, and the University liaison access to curriculum requirements, evaluation forms, project descriptions, handbooks, calendars, schedules, or any other documentation or materials necessary to effectively facilitate and support the diagnostician candidate during this experience.
5. Notify the diagnostician candidates of FERPA with respect to the use, access, and disclosure of student information.
6. Notify the diagnostician candidates of the District’s policies and procedures provided to University by the District, including but not limited to those relating to employee conduct, prohibitions against alcohol, weapons, drugs, fraternization, harassment, tobacco, and inappropriate relationships with students. University will aid in the removal of diagnostician candidates who violate these policies and procedures.

The University and the District agree to:

1. Establish and maintain ongoing, open communication with each other.
2. Comply with all applicable state and federal laws and regulations.

Safety Provisions:

1. All diagnostician candidates must successfully pass a background check, with results satisfactory to the District, before beginning any clinical experiences at District schools. The District may refuse placement to any diagnostician candidate based on any information that does not meet District standards for staff or volunteers having access to students.
2. The District may immediately remove from its facilities any diagnostician candidate who fails to comply with District policies and procedures or poses a risk to student safety. The District will promptly notify University in writing in the event a diagnostician candidate is to be suspended or dismissed from any clinical practice. A removed diagnostician candidate may not return to the District without prior written consent of the Executive Director of Special Education.

Liaisons / Points of Contact:

The parties designate the following people as liaisons for diagnostician clinical practice:

For the District:

For the University:

Dr. Pam Peak
1155 Union Circle
Matthews Hall 322-H
Pamela.Peak@unt.edu
(940) 565-4192

Term of Agreement:

1. This agreement shall be effective upon the last date of signature of the parties herein ("Effective Date") and shall remain in effect for a period of one (1) year from the Effective Date.
2. This agreement may be terminated with or without cause upon written notice by either party, provided that all diagnostician candidates currently participating in the experience at the District at the time of notice of termination shall be given the opportunity to complete their clinical practice experience at the District, such completion not to exceed six (6) months.

Nondiscrimination:

The District and University are committed to an inclusive education and work environment that provides equal opportunity and access to all qualified persons. The Parties will comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, gender, religion, disability, or any other basis prohibited by law.

Miscellaneous Terms:

1. Diagnostician candidates are not and will not be considered employees or agents of the District. Diagnostician candidates will not be entitled to receive any compensation or employment benefits from the District, including but not limited to health care, insurance, workers' compensation benefits, vacation, sick time, or any other benefit of employment.
2. Nothing in this Agreement is intended to or shall confer upon any person (other than the parties) any right, benefit, or remedy of any nature under this Agreement.
3. Nothing in this Agreement, expressed or implied, is intended or shall be construed to waive the governmental immunities of either party.
4. Nothing in this Agreement is intended or shall be construed to create any form of partnership, joint venture, or agency relationship between the parties.
5. This Agreement may only be modified in writing, signed by both parties.

6. This Agreement is governed by Texas law. Venue shall be in Denton County, Texas.
7. This Agreement may not be assigned by either party without the prior written consent of the other party.

AGREED:

University of North Texas

DocuSigned by:
Michael McPherson
Signature

Michael McPherson
Name

Provost
Title

9/16/2022
Date

Broken Arrow Public Schools

Signature

Anne Simpson, President
Board of Trustees

Date



MEMORANDUM

To: Mr. Chuck Perry

From: Ms. Lindsay Drake
Director of Employee Relations

Date: October 10th Board Meeting

Re: Western Governors University (WGU) Field Experience/Internship Contract

SUBJECT

Accept and approve the Student Teaching Letter of Agreement between Western Governors University and Broken Arrow Public Schools to establish a collaboration that benefits the District and WGU Teacher Candidates for students to engage in a Field Experience with Cooperating Teachers. The maximum cost to the district is \$13.95 for a criminal background check per student intern.

ENCLOSURE/ATTACHMENTS

Intern Agreement

SUMMARY

The agreement between the District and Western Governors University (WGU) will continue for the 2022-23 school year.

FUNDING

PRJ 180 FUNCT 2571 OBJ 340

RECOMMENDATION

Approve