

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/28/2021

Contract/Agreement Vendor: YMCA - Aubrey Ringleb
 Name of Vendor & Contact Person
 aringleb@ymcatulsa.org
 Vendor Email Address
 Internship contract

Summary
 provide internships to secondary students
 Reason/Audience to benefit
 BOE Date
 No cost
 Amount of agreement

Person Submitting Contract/Agreement for Review: Sharon James

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Sharon James

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

Leadership Team Member: Kara Dye

Funding Source: _____ Fund/Project _____ OCAS Coding _____

Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)

Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

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.

Contract for Educational Services Broken Arrow Public Schools and YMCA Apprenticeship and Licensing Program
School Year 2021-2022

I. The Parties: This document constitutes an agreement between YMCA and Independent School District No. 3 of Tulsa County d/b/a Broken Arrow Public Schools (School District).

II. Program Mission/Goals: The goal of the Broken Arrow Public Schools and YMCA Internship, Apprenticeship and Licensing Program is to prepare students for the world of work by providing an opportunity to earn a high school diploma and obtain occupational training and employability skills. This is accomplished through a cooperative agreement with School District.

III. YMCA Obligations:

- a. Provide quality educational/occupational services to eligible students as space is available (at specific job sites), that meet the requirements of the Oklahoma State Department of Education (OSDE).
- b. Work with School District to identify and recommend students for enrollment who desire to earn both high school credits and complete an Internship Program. YMCA agrees to pay students at the rate of \$8/hour for Internship or Apprenticeship work.
- c. YMCA agrees that Interns and/or Apprentices are temporary employees of YMCA or the temp agency used for all company employees.
- d. Meet on a regular basis with selected School District personnel for coordination and information purposes.
- f. Provide job training services for a minimum NUMBER of HOURS per regularly scheduled school day between the hours of 7:45 a.m. and 2:45p.m. in alignment with the Broken Arrow Public Schools' calendar. The numbers of hours are not limited to the school hours. Students may work outside school day as agreed upon by company.
- g. Furnish required Program material and supplies.
- h. Provide school site lectures, training and mentorship to Interns and/or Apprentices upon agreed times between YMCA, and Broken Arrow Public Schools.
- i. Report attendance electronically to School District on a weekly basis.
- j. Report completion of learning objectives and training bi-annually (semester end).

IV. School District's Obligations:

- a. This Internship, Apprenticeship and Licensing Program is not intended for

students with severe/profound disabilities (and their inclusion would materially alter the fundamental nature of the programs) or violent offenders as defined by the Oklahoma Judicial System; consequently, those students are not eligible for these programs.

b.. School District shall provide a single point of contact a staff member to work with YMCA Internship and/or Apprentice Supervisors to ensure accuracy of student records in relation to review of attendance, Internship/Apprenticeship performance and other assistance.

c. School District will provide promotional materials and public relations for the Internship and/or Apprenticeships.

d. School District will issue diploma and complete transcript for student upon completion of requirements for graduation.

e. School District will provide opportunities for YMCA. to participate in recruiting students for Internships and/or Apprenticeships through existing college and career planning structures.

f. School District shall provide information for state and federal reporting at the time of enrollment and otherwise as needed.

V. Program Staffing: All staff, including the teachers, will be employees of Broken Arrow Public Schools. Program staff includes certified academic teachers, certified school counselor, certified school administrator, and essential support staff. YMCA will provide Advisory members for the purpose of continuous improvement in programming. YMCA will provide classroom guest speakers as arranged between YMCA liaison and designated Broken Arrow Schools' staff.

VI. Project Evaluation: Broken Arrow Public Schools will evaluate the success of the Internship and apprenticeship program using the following methods:

a. Data analysis of program participants (as appropriate to the respective program) including:

- i. Number applying
- ii. Number accepted
- iii. Number of certificates issued upon completion of program
- iv. Number of licenses earned after completion of Internship/apprenticeship
- v. Number of students that matriculated to next grade level in program
- vi. Results of Parent and Student Satisfaction Surveys
- Vii. Results of Employer Satisfaction Surveys

VII. Student Behavior

a. Students are to follow all business policies and procedures and must earn an appropriate number of credits in a school year.

b. Students are expected to follow all of Broken Arrow Public Schools' student policies and procedures, including but not limited to its policies concerning behavior and conduct and disciplinary consequences for misconduct.

c. Students who do not meet the requirements in VII. (a) and VII. (b) may be removed and dropped from Internship and/or Apprenticeship and referred back to School District, subject to appeal procedures available to other BAPS students.

d. YMCA internship/Apprenticeship is intended to serve students demonstrating a keen interest in a specific career path or high skill trade- related career paths. This group may include students who:

i. Need more individualization

ii. Are seeking an innovative or challenging curriculum with a work skill preparation component

iii. Show high proficiency in technical trade skills

VIII. Period of Agreement and Modification/Termination: This Agreement will become effective when signed by all parties. The Agreement will terminate on June 30, 2020, but may be renewed, amended or terminated at any time by mutual agreement of the parties. A party may unilaterally terminate this Contract by giving the other party a minimum of thirty (30) days' notice by regular and certified mail to the Superintendent of Schools. If either party exercises the option to terminate the Program, it must fulfill all education and/or monetary or other obligations to the end of the school fiscal year for which this agreement is made.

IX. No Indemnification and Liability: By executing this Contract YMCA, and School District agree to work together to deliver services for eligible identified students. However, they are not "partners" to the extent that term encompasses joint and several liability. Each is responsible for its own employees, representatives, agents, subcontractors, and obligations arising from this Contract; each is responsible for its own defense and any resulting liability, in the event of claims.

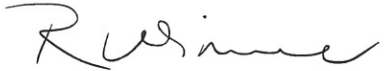
X. Governing Law: This Contract has been made in the State of Oklahoma and shall be governed by the laws of Oklahoma.

XI. Severability: The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision.

XII. No assignment: Neither party may assign its rights or delegate its duties under this Contract without the prior written consent of the other.

"YMCA
8501 S Garnett Rd,
Broken Arrow, OK 74012

"SCHOOL DISTRICT"
BROKEN ARROW PUBLIC SCHOOLS
701 S. MAIN STREET
BROKEN ARROW, OK 74012



Signature

Signature

Ricki Wimmer

Print Name

Print Name

CEO

Title

Title

10.19.21

Date

Date