

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/28/2021


Contract/Agreement Vendor: Pro Day Sports - Cory Else
Name of Vendor & Contact Person
addmultiplysports@gmail.com
Vendor Email Address
Internship contract

Summary
provide internships to secondary students
Reason/Audience to benefit

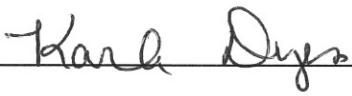
BOE Date No cost
Amount of agreement

Person Submitting Contract/Agreement for Review: Sharon James

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

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

Leadership Team Member: 

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 Pro Day Sports Apprenticeship and Licensing Program
School Year 2021-2022**

I. **The Parties:** This document constitutes an agreement between Pro Day Sports 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 Pro Day Sports 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. **Pro Day Sports 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.
- c. Pro Day Sports agrees that Interns and/or Apprentices are temporary employees of Pro Day Sports and/or contracted temp agency.
- 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. Students may intern outside the scheduled 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 Pro Day Sports, 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. School District shall provide a single point of contact a staff member to work with Pro Day Sports Internship and/or Apprentice Supervisors to ensure accuracy of

- student records in relation to review of attendance, Internship/Apprenticeship performance and other assistance.
- b. School District will provide promotional materials and public relations for the Internship and/or Apprenticeships.
 - c. School District will issue diploma and complete transcript for students upon completion of requirements for graduation.
 - d. School District will provide opportunities for Pro Day Sports to participate in recruiting students for Internships and/or Apprenticeships through existing college and career planning structures.
 - e. 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. Pro Day Sports will provide Advisory members for the purpose of continuous improvement in programming. Pro Day Sports will provide classroom guest speakers as arranged between Pro Day Sports 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. Number of students hired after graduation

VII. Student Behavior - Attendance Expectations:

- a. Students are to follow all business policies and procedures. Failure to do so will Students are expected to 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. **Pro Day Sports** 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 **Pro Day Sports**. 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.

"Pro Day Sports
3661 S Elm Pl
Broken Arrow, OK 74011

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

Corey Else dotloop verified
10/25/21 10:32 AM
CDT
R3IE-XZLE-QAJN-IM0Y

Signature

Signature

Corey Else

Print Name

Print Name

Owner

Title

Title

10/25/21

Date

Date