

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date:

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

This will 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 will provide a program for students to complete coursework with the information needed to pass the state exam and get certified as a CNA/Home health aide thru Family Caregiver Assistance.

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.

**Contract for Educational Services Broken Arrow
Public Schools and Family Caregiver Assistance
Apprenticeship, Internship and Licensing Program
School Year 2021-2022**

- I. **The Parties:** This memorandum of understanding is hereby made and entered into by and between Broken Arrow Public Schools of Tulsa County, Oklahoma, hereinafter referred to as "BAPS" or "district".

- II. **Program Mission/Goals:** The purpose of this agreement 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 the school district. This agreement will provide a program for students to complete course work with the information needed to pass state exam and get certified as a CNA/Home Health Aide through Family Caregiver Assistance.

- III. **Family Caregiver Assistance obligations:**
 - a. The provider agrees to furnish all labor (hired and/or volunteered), materials (supplies and equipment), services and insurance necessary to provide the programs or materials specified herein.
 - b. Work with School District to identify and recommend students for enrollment who desire to earn both high school credits and certification for a CAN/Home Health Aide.

- IV. **School District's Obligations:**
 - a. This licensing program is not intended for students with severe/profound disabilities (and their inclusion would materially alter the fundamental nature of the program) 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 to work with Family Caregiver Assistance to ensure accuracy of student records in relation to review of attendance, performances and licensing.
 - c. School District will provide promotional materials and public relations for the certification program.
 - d. School District will provide opportunities for Family Caregiver Assistance to participate in recruiting students for the program through existing college and career planning structures.

- V. **Student Behaviors:**
 - a. Students are to follow all business policies and procedures. Failure to do so will result in student being removed from the program.
 - b. Students are expected to follow all Broken Arrow Public Schools' student policies and procedures, including but not limited to, its polies concerning behavior and conduct an disciplinary consequences for misconduct.

- VI. **Period of Agreement and Modification/Termination:** This agreement will become effective when signed by all parties. The agreement will terminate on June 30, 2022, 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.
- VII. **No Indemnification and Liability:** By executing this Contract, Family Caregiver Assistance 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 liabilities. 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 even of claims.
- VIII. **Governing Law:** This Contract has been made in the State of Oklahoma and shall be governed by the laws of Oklahoma.
- IX. **Severability:** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision.
- X. **No Assignment:** Neither party may assign its rights or delegate its duties under this Contract without the prior written consent of the other.

Family Caregiver Assistance
118 E. Commercial Street
Broken Arrow, OK 74012

Broken Arrow Public Schools
701 S. Main
Broken Arrow, OK 74012

Natasha Dahm Lpn
 Signature

 Signature

Natasha Dahm
 Print Name

 Print Name

Instructor LPN
 Title

 Title

10/29/2021
 Date

 Date