

BROKEN ARROW PUBLIC SCHOOLS

Educating Today Leading Tomorrow



Contract Committee Review Request

MUST BE COMPLETED IN FULL

Date: 03/03/2022

Contract/Agreement Vendor: Classroom Alternative Teacher Preparation Program, Catherine Freericks

Name of Vendor & Contact Person
cathy@klassroom.com

Vendor Email Address

Student Intern Agreement

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.

Student Interns

Reason/Audience to benefit

04/11/2022

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review: Lindsay Drake

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: [Signature]

Funding Source: Fund/Project OCAS Coding

Agreement to allow alternative certification candidate the ability to complete student teaching hours within BAPS for the 2021-2022 SY.

Consent

Action

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

The purpose of this Memorandum of Understanding (this “MOU”) is to form a partnership between Classroom Alternative Teacher Preparation Program (“Classroom”) and Broken Arrow Public Schools (the “Facility”), whereby the school community of the Facility will offer high-quality pre-service classroom placements to allow students enrolled in Classroom’s Teacher Certification Program to participate in classroom experiences that are required for program graduation.

Effective Date: 1/18/2022

### 1. DEFINITIONS

In this MOU:

“On-site Cooperating Teacher” means a teacher at the Facility’s school who is in the Teacher Candidate’s desired subject area and will be available for guidance and support for the Teacher Candidate participating in the Alternative Teaching License route.

“TCP” means Classroom’s Teacher Certification Program, inclusive of both the online coursework and all pre-service classroom experiences.

“TCP Mentor” means the Classroom employee assigned to each cohort of teacher candidates who will instruct learners on all online content and who may be responsible for formal observations of Teacher Candidates during their clinical experiences.

“TCP Preparation Coordinator” means the Classroom employee who is located in Arizona and who will facilitate placements and act as the main point of contact for all matters between the Facility and Classroom that pertain to the Teacher Candidates’ clinical experiences.

“Teacher Candidate” means any student that is enrolled in Classroom’s Teacher Certification Program.

“Traditional Route” means that Teacher Candidates are placed in a classroom with a qualified teacher in their subject area for an unpaid student teaching experience in which they will be permitted to lead lessons for observation by Classroom staff.

### 2. DURATION

The term of this MOU shall continue for six (6) years.

### 3. GENERAL TERMS

- a. Classroom and the Facility will agree on a schedule for Teacher Candidate participation at the Facility, including formal and informal observations which may involve TCP Mentors and other Classroom staff observing classrooms, virtually or in-person. Teacher Candidates participating in the Traditional Student Teacher Route will be under the supervision of a Facility employee –

or Cooperating Teacher. The Teacher Candidate's participation should complement the services and educational activities of the Facility.

- b. Each Teacher Candidate is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility, including the established dress and performance standards.
- c. Either the Facility or Classroom may require dismissal or withdrawal from participation at the Facility of any Teacher Candidate whose performance record or conduct does not justify continuance.
- d. Neither the Facility nor Classroom is obligated to provide for a Teacher Candidate's transportation to and from the Facility or for health insurance for a Teacher Candidate.
- e. The TCP Preparation Coordinator and the Facility will meet, in person or by telephone conference, at least once each semester to evaluate the quality of the Teacher Candidates' clinical experiences and review this MOU.

#### **4. FACILITY'S OBLIGATIONS**

- a. The Facility will appoint for each Teacher Candidate participating in the Traditional Student Teaching Route, a Facility employee to act as Cooperating Teacher and to supervise such Teacher Candidate.
- b. The Facility will complete surveys administered by Classroom as part of Classroom's continuous improvement strategy.
- c. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of Classroom's employees and agents. Teacher Candidates are not deemed to be employees or agents of the Facility solely by virtue of this MOU.
- d. Nothing in this MOU is intended to modify, impair, destroy or otherwise affect any common law or right to indemnity, or contribution that Classroom may have against the Facility by reason or any act or omission of the Facility or the Facility's employees and agents.

#### **5. CLASSROOM'S OBLIGATIONS**

- a. Classroom will provide an administrative framework, including designating a TCP Preparation Coordinator, TCP Mentors, and other representatives to coordinate schedules, provide course information and objectives, and assist in guiding and supporting Teacher Candidates through their clinical placements.
- b. Classroom will be responsible for developing and carrying out procedures for Teacher Candidate selection and admission into TCP.
- c. Classroom will ensure that all Teacher Candidates who are placed in the Facility's schools will have an Identity Verified Prints (IVP) fingerprint clearance card. Classroom will provide a copy of the IVP card or the IVP

number at the time of the request for a placement. Classroom will immediately remove any Teacher Candidate participating in the Traditional Student Teaching Route whose IVP card has become invalid.

- d. Classroom is responsible for the acts and omissions of Classroom employees and if applicable maintains insurance coverage through to cover liabilities arising from the acts and omissions of Classroom employees, teacher candidates, and agents participating under this MOU. Classroom is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.

## **6. GENERAL TERMS**

- a. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including the Americans with Disabilities Act.
- b. Conflict of Interest. The Facility's participation on this MOU is subject to Section 38-511 of the Arizona Revised Statutes, which provides that this MOU may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of the Facility, respectively, is, at any time while this MOU, or any extensions thereof, is in effect, an employee or agent of the other party to this MOU in any capacity or a consultant to any other party with respect to the subject matter of this MOU.
- c. Classroom and the Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. & 1232g). The Facility agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from Classroom or as otherwise provided by law. Classroom and the Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. & 1232g). The Facility agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from Classroom or as otherwise provided by law.
- d. Representations Regarding Relationship and Use of Classroom Marks. Except as otherwise agreed in writing or if engaged with the Facility from a recruitment perspective, each of the parties acknowledges that its relationship with the other party is limited to the classroom placements contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that it is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, the Facility shall not use any trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature owned or used by Classroom without prior written authorization by Classroom.

- e. E-Verify. To the extent applicable under Section 41-4401 of the Arizona Revised Statutes, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Section 23-214(a) of the Arizona Revised Statutes ARIZ. The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this MOU and may result in the termination of this MOU by either party under the terms of this MOU. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this MOU to ensure that the other party and its subcontractors are complying with the above-mentioned warranty.

**7. MISCELLANEOUS TERMS**

- a. The parties may review or modify this MOU only by a written amendment signed by both parties.
- b. Any notice to the parties shall be in writing and delivered by a regular or certified mail, and addressed to the following contacts:

**TO FACILITY:**

Superintendent (or designee)  
Broken Arrow School District  
701 S. Main Street  
Broken Arrow, OK 74012

**TO CLASSROOM:**

MR. RENE FREY, President  
324-171 E. Liberty  
Toronto, M8W1X9, Canada

**Executed by Classroom**



\_\_\_\_\_  
Authorized Signatory

Rene Frey, President

\_\_\_\_\_  
Print Name and Title

1/17/2022

\_\_\_\_\_  
Date

**Executed by Broken Arrow Public Schools**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date