

AGREEMENT

Between

**ORAL ROBERTS UNIVERSITY
Acting for and on behalf of its
TEACHER EDUCATION PROGRAM**

And

TULSA PUBLIC SCHOOLS

For

TEACHER EDUCATION PROGRAM

THIS AGREEMENT is made and entered into this ____ day of July, 2013, by and between the **ORAL ROBERTS UNIVERSITY**, acting for and on behalf of its Teacher Education Program ("University"), and **INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY, OKLAHOMA, a/k/a Tulsa Public Schools** ("TPS").

WITNESSETH:

SECTION 1. TPS agrees to provide the authorization, supervision and instruction of student teachers completing their student teaching portion of teacher preparation and to provide pre-student teaching observation and participation activity in the Teacher Education Program.

SECTION 2. TPS agrees to accept for assignment to cooperating teachers in the public schools a certain number of students enrolled in the University's Teacher Education Program. TPS further agrees the cooperating teacher will give direct supervision to the student teacher assigned and will work with a faculty member assigned by the University in directing and evaluating the student teacher experience.

TPS further agrees to provide student teacher supervision, instruction, mentoring or assistance, as needed by various staff members to enhance and develop the student teacher's ability to effectively educate children in an urban educational environment including, but not limited to, identifying and serving children with disabilities, serving children from diverse socio-economical populations, and serving children with foreign language barriers.

SECTION 3. All arrangements for the placement or removal of student teachers will be coordinated through Mr. Bradley Eddy, Director of Teacher Talent, 3027 South New Haven Avenue, Tulsa, Oklahoma, 74147, or eddybr@tulsaschools.org. If a student teacher fails to comply with the requirements of this Agreement or to perform to TPS's satisfaction, the University will be contacted and so informed. If such issues are not resolved to TPS's satisfaction, the University will, upon written request by TPS, immediately remove that student teacher from the school.

SECTION 4. The University and its student teachers will comply with all applicable federal and state laws and regulations and will comply with all TPS policies, rules and regulations (available for review at www.tulsaschools.org) while on TPS premises or performing services under this Agreement. The University and its student teachers will keep confidential and not disclose to any person or entity any records or other documentation, including progress notes which may constitute student records as defined in the Family Educational Rights and Privacy Act unless such disclosure is authorized under the Act or pursuant to court order.

SECTION 5. To the extent allowed by law, each party shall save and protect the other, and indemnify the other from all legal liability resulting in injury, death, or damages, including costs and attorney fees, caused by or arising out of the indemnifying party's negligent or willful misconduct in the supervision of students pursuant to this agreement or resulting from the negligent or intentional acts or omissions of the parties, its student teachers, officers, agents, employees or contractors.

SECTION 6. It is not the intention of the parties to form a joint venture or partnership. This Agreement shall not be construed to create an employment or agency relationship between the University and TPS or any of their respective employees, student teachers or agents. TPS and the University shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. The University agrees and affirms that all University employees entering upon TPS property under the provisions of this Agreement are and shall be covered by worker's compensation insurance to the extent required by applicable law and that TPS shall, in no event, be required to provide such coverage for the University's student teachers and employees.

SECTION 7. TPS and the University agree that student safety is a top priority. In an effort to protect the students' safety, the University agrees that it will not place any individual on TPS property, whether as a student teacher, officer, agent, employee or contractor, if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. The University hereby certifies that none of its student teachers and none of its employees working on TPS property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippey Violent Offender Registration Act. The University shall submit written proof to TPS's Director of Teacher Talent that all student teachers and faculty supervisors coming on to TPS property have passed background checks. While there is no drug/alcohol screening requirement for University student teachers and faculty supervisors, they shall be subject to drug/alcohol testing pursuant to the District's policies and regulations regarding such matters as if they are employees of the District. (See District policy 4406 and regulation 4406-R1.) All University employees and student teachers must have in their possession, at all times, a current photo ID which identifies them as a student teacher or employee of the University and, if required by TPS, a TPS photo ID authorizing access to a specific TPS site. If at any time a student teacher or University employee demonstrates actions which are inappropriate or create a disruption within a school, the principal may require that such person leave TPS property and not return without specific permission of the principal and the Director of Teacher Talent.

SECTION 8. Neither TPS, nor its employees, shall receive compensation from the University for services performed under this Agreement in support of the University's Teacher Education Program. The University may, however, with TPS's consent, pay a reasonable and customary honorarium to cooperating teachers or, alternatively, may provide cooperating teachers a tuition waiver to enroll in a University course upon completion of their supervision of a student teacher.

SECTION 9. All notices to be made under this Agreement shall be made in writing and delivered by personal delivery by commercial delivery service, or by certified United States mail, return receipt requested, to the following addresses:

If to the University:

Oral Roberts University
7777 S. Lewis Avenue
Tulsa OK 74171

If to TPS:

Tulsa Public Schools
Attn: Superintendent
3027 South New Haven
Tulsa, Oklahoma 74114

With a copy to:


Tulsa Public Schools
Attn: Director of Teacher Talent
3027 South New Haven
Tulsa, Oklahoma 74114

SECTION 10: This Agreement sets forth the entire agreement between the parties as to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

SECTION 11. This Agreement is for a period of one (1) year beginning July 1, 2013, and ending June 30, 2014. Either party may terminate this Agreement, without cause, upon sixty (60) days' written notice. Student teachers enrolled in the University's Teacher Education Program and assigned to a TPS site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.


IN WITNESS WHEREOF, the University and TPS have executed this Agreement as of the day and year first written above.

ORAL ROBERTS UNIVERSITY
acting for and on behalf of its
TEACHER EDUCATION PROGRAM

By: 
Name: Debra Sowell
Title: Acting Provost

"UNIVERSITY"

INDEPENDENT SCHOOL DISTRICT NO. 1
OF TULSA COUNTY, OKLAHOMA, a/k/a
TULSA PUBLIC SCHOOLS

By: 
Ruth Ann Fate, President
Board of Education

"TPS"

Approved as to Form: KCB