

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/29/2021

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
 If yes, Technology Admin:

Leadership Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Spring Dental agrees to provide up to 15,000 free dental exams for grades pre-k-12th at mutually agreeable times and locations. there is no cost to the district. For 1 year term. D. Blackburn

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

This Agreement is made and entered into this ____ day of _____, 2021, between the INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA a/k/a Broken Arrow Public Schools (the "District") and SPRING DENTAL. The parties agree to the following relationship:

Spring Dental affiliated dentist firm, will provide the following services on-site at School ("Services"):

1. Visual examinations for all Medicaid/CHIP, private insurance, cash-paying, and relative Grant-eligible students ("Preventative Services").
2. Spring Dental will be on-site twice, per location, to complete preventative visual examinations.
3. Spring Dental strongly believes that the best way to make an impact is to have as many students attend each session as possible. High participation rates are essential to the success of our services. To maximize participation, Spring Dental and the District agree to the following:
 - a. The District will commit to the following:
 - i. Send email to parents announcing a partnership with Spring Dental
 - ii. Send collateral piece home to parents announcing a partnership with Spring Dental
 - iii. Promote on school website/yearly calendar
 - iv. Display collateral and or consent forms within each school in high traffic areas: teacher's lounge, classrooms, or entry doors, etc
 - v. Send home consent form, with each student, 14 days prior to visual examination & help with collecting and storing the forms for the exam day
 - b. Spring Dental will commit to the following:
 - i. Provide the Schools with flyers/handouts, consent forms, copy for the website, promotional materials & social media announcements
 - ii. Promote relationship on the website
 - iii. Promote relationship on social media channels
4. It is estimated that a total of 15,000 students will benefit from the Services. We are able to complete exams for grades Pre-K – 12th.
5. **Insurance and Indemnity:** Spring Dental agrees to furnish School with a certificate of commercial general liability, employees practices liability, and directors/officers liability insurance coverage each in an amount not less than one million dollars (\$1,000,000.00) for personal injury to or death of any individual, and one million dollars (\$1,000,000.00) in the aggregate for personal injury or death, due to any wrongful act(s) committed by Spring Dental. Spring Dental will provide School with at least ten (10) days' notice if such policy is canceled for any reason. Spring Dental agrees to maintain said liability coverage in force during the entire term of this MOU. Spring Dental agrees to, and shall defend, indemnify and hold School, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss, or expenses, including reasonable attorneys' fees, or claims for injuries or damages that are caused by or result from the negligent or intentional acts or omissions of Spring Dental, its officers, agents, employees, or

contractors. To the extent permitted by law, School agrees to and shall defend, indemnify and hold Spring Dental, its officers, administrators, board members, employees, agents, assigns, and attorneys harmless from and against any and all liability, loss, or expenses, including reasonable attorneys' fees, or claims for injuries or damages that are caused by or result from the negligent or intentional acts or omissions of School, its officers, agents, employees, or contractors.

6. Contract term 1 year.

We are extremely excited to continue our partnership with Broken Public Schools and look forward to working together to strengthen our kids and community.

**INDEPENDENT SCHOOL
DISTRICT NO. 3
TULSA COUNTY,
OKLAHOMA a/k/a
Broken Arrow Public
Schools**

By: _____

President, Board of Education

“District”

Spring Dental

By: _____

Name: _____

Title: _____