

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: March 31, 2022

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

Memorandum of Understanding between Broken Arrow Public Schools and Community Pass. Broken Arrow community members will have the option to donate 20% of their \$5 monthly fee to use the Community Pass app to Broken Arrow Public Schools. The agreement will continue for the 2021-2022 school year.

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

To: Mr. Chuck Perry
Ms. Lori Kerns

From: Amanda Grace

Date: April 11, 2022

Re: Community Pass

SUBJECT

Accept and approve the Memorandum of Understanding between Broken Arrow Public Schools and Community Pass. Broken Arrow community members will have the option to donate 20% of their \$5 monthly fee to use the Community Pass app to Broken Arrow Public Schools. Donations will be made from Community Pass on a monthly basis and a report will be provided to reflect donation amounts per school site. Any donation made specifically to Broken Arrow Public Schools instead of a specific school site will be designated to support the Project Pathways budget for Pre-K- 12 students. A. Grace

ENCLOSURE/ATTACHMENTS

Overview of program/ Advertising assets/ Agreement

SUMMARY

The agreement will continue for the 2021-2022 school year.

FUNDING

General Fund

RECOMMENDATION

Approve



Terms and Conditions Community Pass Network Partner

This Agreement is by and between Benefits for Life, LLC ("Community Pass") and _____ ("Network Partner"), and is effective as of the date that appears below. By signing this Agreement, Network Partner indicates that it has read and agreed to the following terms and conditions and agrees to be bound by them.

1. Network Partner will be displayed on the Community Pass website and/or mobile app as an eligible Community Organization for the purpose of being designated by third-party purchasers of a Pass as the purchaser's choice to receive a set monetary donation. All donations come directly from the proceeds of the Pass and are the same dollar amount for each Pass purchased. If the Pass purchaser does not designate a Community Organization, Community Pass will designate a Community Organization at its sole discretion to receive the donation attributable to that Pass.
2. Community Pass Network Partners are required to meet certain eligibility standards set by Community Pass. Community Pass reserves all rights to create and revise these standards at any time.
3. Approval of all Network Partners is at the sole discretion of Community Pass.
4. Network Partner's status as a Community Organization may be terminated at any time and for any reason by either Community Pass or by the Network Partner.
5. Network Partner agrees that Community Pass shall remain the owner of the Community Pass Network program, and all physical and intellectual property associated therewith, and all content, trademarks, brands, logos, symbols and other data associated with the same. Network Partner shall not be deemed to have acquired any interest in the same.
6. Network Partner retains ownership of its trademarks, brands, logos, symbols and other intellectual property ("Marks"). However, Community Pass may display Network Partner's Marks on the Community Pass website, mobile app, and social media, and may use Advertiser's Marks to reference the Network Partner in Community Pass communications or advertisements. Network Partner grants Community Pass a non-exclusive license to use its Marks in connection with this Agreement; the license expires upon the termination of this Agreement. However, upon termination, Community Pass shall be given a reasonable period of time in which to remove the Marks from the Community Pass website, mobile app, social media, and other communications. Community Pass likewise grants Network Partner a non-exclusive license to use its Marks in connection with the purposes of this Agreement, while Network Partner is designated as a Community Organization.
7. Network Partner will remain in compliance with all applicable federal, state, and local regulations governing charitable and/or government organizations, including those related to solicitation of funds from the public, and other charitable fundraising regulations.
8. Community Pass reserves the right in its sole discretion to modify or to terminate the Community Pass Network program entirely.
9. Community Pass disclaims any and all express or implied warranties relating to the Community Pass Network program, including warranties of fitness and merchantability, and shall have no liability for damages of any kind incurred by Network Partner as a result of its use of or participation in the Community Pass Network program. Community Pass likewise makes no guarantee Network Partner will receive monetary donations or any other benefit from being a part of the Community Pass Network program.

10. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent of the other party for any purpose whatsoever.
11. Terms of this Agreement that, by their nature, are intended to survive termination (including limitations on liability) will survive termination of this Agreement.
12. Network Partner represents that the person signing this Agreement, or indicating acceptance of this Agreement electronically (as applicable), is duly authorized to do so on Network Partner's behalf.

Organization name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Community Pass • 2 Pembroke Circle • Bella Vista, Arkansas • (479) 366-2521 • www.mycommunitypass.com



We have partnered with Community Pass

Community Pass is an app to help your family save money and raise funds for our school at the same time.

- You can save money at places all over town for only **\$5 a month**.
- **20%** of your monthly subscription comes back to this school every month that your Community Pass is active.



I want to save money and support the school, **how do I sign up?**

1. Sign Up

Open up the camera on your smart phone and scan the QR code. You can still promote your fundraiser without becoming a subscriber. Sign up today!



QR Codes for example only

2. Download Our App

Download the Community Pass app available on the Apple App Store and the Google Play Store. Our app allows you to enjoy discounts at your favorite places.



3. Tell Your Friends

The more people who subscribe to Community Pass with the QR code you share the more money your school makes. So be sure to share the QR code with your friends and family, and on social media so everyone can support your school.

Have a Question?
Contact Our Support
support@mycommunitypass.com



mycommunitypass.com

