

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 7/14/2022

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

We are PROM is a local nonprofit run by one of our local business owners, Celia DeLeon. Professional female mentors volunteer their time to mentor BAHS female students through their time in BAHS. They continue to grow their program each year, and they are having a positive impact on BAHS students.

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

From: Tara Thompson

Date: July 14, 2022

Re: We are PROM Mentoring Program

SUBJECT

Accept and approve the agreement between Broken Arrow Public Schools and We are PROM for their mentoring program. There is no cost to the district.

T. Thompson

ENCLOSURE/ATTACHMENTS

See attachments

SUMMARY

We are PROM is a local nonprofit run by one of our local business owners, Celia DeLeon. Professional female mentors volunteer their time to mentor BAHS female students through their time in BAHS. They continue to grow their program each year, and they are having a positive impact on BAHS students.

FUNDING

Not Applicable

RECOMMENDATION

Approve

MEMORANDUM OF UNDERSTANDING

Between

Broken Arrow Public Schools

And

We are PROM

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby made and entered into by and between **Broken Arrow Public Schools**, hereinafter referred to as "The DISTRICT," and We are PROM, hereinafter referred to as "The PROVIDER," collectively referred to as "The PARTIES."

I. PURPOSE

- A. The purpose of the MOU is to establish a working arrangement and agreement between the DISTRICT and the PROVIDER for all educational and enrichment programs and services the PROVIDER may furnish to the students and the learning community of the DISTRICT.
- B. This MOU shall serve as the overarching master agreement between the PARTIES.
- C. This MOU sets forth the understandings, intentions, and master governing terms, conditions and provisions for the program(s) and services that the DISTRICT and PROVIDER may mutually agree to during the term of this MOU.

II. MUTUAL BENEFITS AND INTERESTS

- A. The programs and/or services the PROVIDER offers will help to support the DISTRICT'S commitment toward ensuring that every child has an opportunity-rich learning environment and experience and support the mission to shared responsibility of preparing all learners for productive, responsible citizenship in an ever-changing world.
 - B. The benefits to PROVIDER include fulfillment of its mission to:
Create and support mentorship matches
-

III. WORKING AGREEMENT

- A. The PARTIES agree that this MOU shall serve as the master agreement for all programs and services offered, and no further master agreement shall be required, provided all programs and services are communicated and approved by a specific written Participating Addendum for each program or service, approved by the designated administrative personnel for each PARTY. Depending on the programs and fees, the DISTRICT'S Board of Education may need to approve a Participating Addendum.
- B. The terms, conditions, and all provisions of this MOU shall be applicable to all programs and services as defined in and by each Participating Addendum. Where conflicts between the Participating Addendum and MOU occur, the MOU terms and conditions shall prevail.
- C. The PROVIDER agrees to furnish all labor, materials, resources, goods, services, and insurance for all programs and services as described in each program's Participating Addendum.

MEMORANDUM OF UNDERSTANDING

- D. Where it is in the best interest of the PARTIES, the PARTIES may solicit and secure outside or third-party funding for the programs(s). The Participating Addendum must clearly identify and describe all funding sources including, but not limited to, third-party funding and DISTRICT funding source(s), if applicable.
- E. Funding and Payment
 - 1. If the funding source and direct payment of fees, expenses, and services shall be made to the PROVIDER from a third-party, including participants, the PROVIDER agrees to indemnify and hold the DISTRICT harmless from payment of all third-party failures to fund and/or pay the fees, expenses, and services.
 - 2. Where the DISTRICT is solely responsible for the receipt of the funds under its direct control and direct payment of fees, expenses, and services to the PROVIDER, the PROVIDER agrees not to furnish any labor, materials, resources, goods or services, without first obtaining a: (1) signed Participating Addendum; and (2) a valid DISTRICT purchase order for the program expenses in the fiscal year in which the program is offered. The DISTRICT'S fiscal year begins on July 1st and ends on June 30th.

IV. PRIVACY AND SECURITY

- A. Recognizing the District's interest in providing the most secure environment possible for its students, PROVIDER agrees it will act under this MOU in compliance with 70 O.S. §6-101.48. Specifically:
 - 1. PROVIDER will not permit any person under its authority, whether employee or volunteer, to come onto school premises for any activity covered by this Memorandum if that person is currently registered or required to register under the Oklahoma Sex Offenders Registration Act, or the Mary Rippy Violent Crime Offenders Registration Act; and
 - 2. PROVIDER agrees that where work is to be performed by a company employee which would otherwise be performed by a school employee on a full-time or part-time basis, the company shall not permit any person(s) to perform work on school premises if said person(s) has been convicted in this state, the United States, or another state of a felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the offense.
- B. PROVIDER'S agreement to and acceptance of the MOU, as evidenced by the signature(s) below, serve as PROVIDER'S statement of compliance with the requirements of paragraphs A of this section, as required by 70 O.S. §6-101.48(B).
- C. PROVIDER agrees to require all persons under its authority to register through the District's visitor tracking system and clearly display the printed visitor badge while performing activities described in this Memorandum on school premises.
- D. PROVIDER agrees to protect the privacy of student information and educational records in accordance with the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA).
 - 1. A student's social security number or student identification number, race/ethnicity, citizenship, nationality, gender, grades, or class schedule is always protected information which should solely be used internally and even then only when essential and among authorized individuals, and which should never be shared with any third party.

MEMORANDUM OF UNDERSTANDING

2. Other records that are directly related to a student or students are also considered educational records that are protected under FERPA. They can be items that contain a student's name, or several students' names, or information from which an individual student or students can be personally (individually) identified. Educational records include files, documents, and materials in whatever medium (handwriting, print, monitor screen, tapes, disks, film, microfilm, microfiche, or notes) that contain information directly related to students and from which students can be personally identified. No educational record should ever be shared with a third party without express written permission from the parent or guardian (if the student is under the age of 18), or the student (if the student is age 18 or older).
3. PROVIDER agrees that no one under its authority shall gather, release, or make public in any way any information related to or that could lead to identification of a student. This includes taking photographs, making recordings (video and/or sound), collecting student's written or oral statements, or using records made in connection with the activities that are the subject of this Memorandum. The only exception is where written permission that specifically authorizes gathering, releasing, or otherwise using the types of information described in this paragraph is obtained from the parent (if the student is under the age of 18), or the student (if the student is age 18 or older).

V. LIABILITY AND INDEMNIFICATION

PROVIDER agrees to defend, save, indemnify, and hold the District harmless from any alleged third-party claims, demands, causes of action, liability, loss, damages, and/or injury arising out of or incidental to any acts, omissions, negligence, or willful misconduct of PROVIDER'S personnel, employees, agents, contractors, independent contractors, or volunteers in connection with the performance of the activities described in this Memorandum.

VI. PARTIES PROGRAM DESIGNEE AND POINTS OF CONTACT

The principal address for Broken Arrow Public Schools is 701 S Main, Broken Arrow OK 74012.
The principal address for PROVIDER is:

409 N. Aspen Ave Ste 101
Street Address

Broken Arrow, OK 74012
City/State/Zip

MEMORANDUM OF UNDERSTANDING

A. POINTS OF CONTACT

<u>WE PROM</u>	<u>Broken Arrow Public Schools</u>
PROVIDER (Agency Name)	DISTRICT
<u>Colia Delon</u>	
Primary Contact	Primary Contact
<u>President/Exec. Dir.</u>	
Primary Contact's Title	Primary Contact's Title
<u>Colia@weasprom.org</u>	
Primary Contact's Email Address	Primary Contact's Email Address
<u>9189604389</u>	
Primary Contact's Phone	Primary Contact's Phone
Agency Fax #	Agency Fax #

VII. INSURANCE REQUIREMENTS

- A. The PROVIDER agrees to furnish and maintain for the duration of this agreement the following insurance:

Required (Check)	Description
<input checked="" type="checkbox"/>	<u>General Liability</u> : Commercial General Liability insurance coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for claims of personal injury (bodily injury and death) and property damage.
<input checked="" type="checkbox"/>	<u>Auto Liability</u> Business Automotive property and liability coverage for all owned, leased, hired, and furnished vehicles at a minimum of \$1,000,000 combined single limit per accident.
<input checked="" type="checkbox"/>	<u>Workers' Compensation</u> Workers' Compensation insurance in accordance with the Oklahoma Statutory requirements for Workers' Compensation.

- B. The PROVIDER agrees to furnish the District with a certificate of insurance verifying said coverage as stated and checked above no less than ten (10) business days before the commencement of any services are started. The District shall be named as the "Additional Insured" and the certification shall include a Waiver of Subrogation Clause in favor of the District.

MEMORANDUM OF UNDERSTANDING

- C. If the PROVIDER is a sole proprietor or will be using compensated independent contractors to provide services to the DISTRICT, the PROVIDER agrees to obtain and furnish the DISTRICT with proof of the independent contractor's workers' compensation insurance or a signed AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT form for all independent contractors serving the DISTRICT.
- D. The PROVIDER agrees to send the DISTRICT a certificate of insurance coverage annually and when coverage renews or changes.
- E. Where PROVIDER is a public entity, subject to the Oklahoma Governmental Tort Claims Act (the Act), 51 O.S. § 151, the DISTRICT may recognize and accept the entity's limited liability and sovereign immunity, as applicable under the Act, in lieu of the required insurance.

VIII. GENERAL

- A. PROVIDER declares that the program(s) it agrees to provide, pursuant to this MOU, is for educational and enrichment benefits to the students and participants of the program(s) offered by the PROVIDER and not directly for the benefit of the DISTRICT.
- B. The PROVIDER understands and agrees that all program fees and expenses paid directly by the DISTRICT to the PROVIDER must be established and approved by means of a signed Participating Addendum (PA) and a valid DISTRICT-issued purchase order prior to providing any services and only in the fiscal year in which the services are provided. Financial obligations for services shall not extend beyond the fiscal year in which the program(s) are defined and offered by the PA and purchase order.
 - 1. PROVIDER understands and agrees to furnish the DISTRICT with a proper itemized invoice, as defined by the State of Oklahoma, for authorization of payment of claims by public schools. The DISTRICT'S purchase order number must be referenced on the invoice. Invoices may be emailed directly to the Broken Arrow Public Schools. Payment terms shall be thirty (30) days after the receipt of a proper itemized invoice.
 - 2. Unless otherwise stated herein, this MOU does not authorize any expenditure of funds or intend to obligate the District to expend, exchange, or reimburse funds, services, or supplies, or transfer anything else of value for the services provided. If there is monetary consideration associated with this agreement, said fees, charges, or expenses, must be stated herein.
 - 3. As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 1114, and as supplemented in the Department of Labor regulations (41 CFR Part 60 et. seq.) are incorporated into this Agreement. The PROVIDER represents that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, sex, political beliefs, or veteran status; PROVIDER does not maintain nor provide for its employees any segregated facilities, nor will the PROVIDER permit its employees to perform services at any location where segregated facilities are maintained. In addition, the PROVIDER agrees to comply with the applicable provisions of Section 504 of the Rehabilitation Act, if applicable to the services provided.
- C. PROVIDER agrees that it will not claim or imply that the District endorses the sale or purchase of its services.
- D. This MOU in no way restricts either party from participating in any activity with other public or private agencies, organizations, or individuals.

MEMORANDUM OF UNDERSTANDING

- E. It is not the intention of the PARTIES to form a joint venture or partnership. This MOU shall not be construed to create an employment or agency relationship between the PROVIDER and the DISTRICT or any of their respective employees or agents. The PROVIDER and the DISTRICT shall, at all times, act and function pursuant to this MOU and hold themselves out as independent contractors. Except as otherwise provided under Section VII.C., the PROVIDER agrees and affirms that it, and all of its employees entering upon the DISTRICT's property under the provisions of this MOU, shall be covered by workers' compensation insurance, to the extent required by applicable law and the DISTRICT shall, in no event, be required to provide such coverage for PROVIDER, its employees, volunteers, subcontractors, or agents.
- F. All agreements within this MOU are subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements of the State of Oklahoma and Tulsa County.
- G. This MOU shall be effective on execution and approval by the Board of Education of the DISTRICT, and ~~shall end on June 30, 2023~~. To remain valid, this MOU must be ratified annually by the DISTRICT's Board of Education. Either party may cancel this agreement with thirty (30) days notice to the other party, in writing, by certified mail, email, or hand-delivery method. This MOU may be extended for an additional two (1) year periods by mutual written consent of both parties and by acceptance of a renewal agreement.

Both PARTIES agree to all of the above terms, conditions and provisions of this MOU.

Witnessed:

Broken Arrow Public Schools


DISTRICT

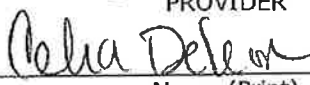
Name (Print)

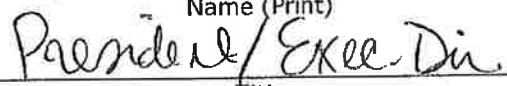
Title

Authorized Signature

Date



PROVIDER


Name (Print)


Title

Authorized Signature

Date