

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 11/22/2024

Contract/Agreement Vendor: Muscogee (Creek) Nation - Kaura Bunner

Name of Vendor & Contact Person
kmbunner@muscogeenation.com
Vendor Email Address
Eligibility Determination & Data Sharing

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.

CN
Reason/Audience to benefit
12/9/2024
BOE Date

\$ 0.00
Amount of agreement

Person Submitting Contract/Agreement for Review: Jesse Cole

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: *Emily McNally* EP/ED

Does this Contract/Agreement utilize technology? **YES/NO**
If yes, Technology Admin: *Yes*

Cabinet Team Member: *[Signature]*

Funding Source:
Fund/Project OCAS Coding

<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action	Accept & Approve the new agreement between Broken Arrow Public Schools and Muscogee (Creek) Nation to assist with eligibility determination & data sharing for the Summer EBT Services for the 2024-2025 SY. This will be no cost to the district. E.McNally
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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. Perry
From: Emily McNally
Date: 12/9/2024
Re: Muscogee (Creek) Nation

SUBJECT

Accept & Approve the new agreement between Broken Arrow Public Schools and Muscogee (Creek) Nation to assist with eligibility determination & data sharing for the Summer EBT Services for the 2024-2025 SY. This will be no cost to the district. E.McNally

ENCLOSURES

Memorandum of Understanding

SUMMARY

FUNDING

RECOMMENDATION



DAVID W. HILL
PRINCIPAL CHIEF

DEL BEAVER
SECOND CHIEF

Memorandum of Understanding Between Muscogee (Creek) Nation and School District

I. Parties

This Memorandum of Understanding (MOU) is between Muscogee (Creek) Nation, a federally recognized and sovereign Indian nation ("Nation") of P.O. Box 580, Okmulgee, OK 74447, and School District ("School"), of Tax ID: 73-6060638

Address: 1810 W Detroit Broken Arrow, OK 74012 Phone Number: 918-259-4565
(collectively referred to herein as the "Parties" or individually as the "Party".)

SCHOOL NAME: Broken Arrow Public Schools

II. Purpose

Muscogee (Creek) Nation receives funds from the United States Department of Agriculture (USDA) Food and Nutrition Services to operate the Summer Electronic Benefit Transfer for Children (SEBTC), and other Benefit Programs, as applicable, collectively referred to as ("Programs"). For the purpose of successfully completing the goals of the Programs, the Nation will partner with the School. The function of this MOU is to establish the roles and responsibilities between the parties for the implementation of the Programs.

The Nations Summer EBT Program is partnering with Hunger Free Oklahoma as a non-profit vendor that will assist with eligibility determination and data processing. The Nation will share data with Hunger Free Oklahoma for this purpose. The Nation and Hunger Free Oklahoma certify and agree to abide by, and be in compliance with the Family Educational Rights and Privacy Act (FERPA) [20 U.S.C 1231g; 34 C.F.R. Part 99) and both entities are in compliance with all applicable provisions and regulations of FERPA related to the provision of Summer EBT services. The Nation and its designees will not use, reveal, or in any other manner disclose any information furnished, acquired, retrieved, derived, or assembled for any purpose other than those specified in the scope of work.

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather a basis of understanding between the Parties of the methods of performing the tasks herein. Unless otherwise agreed in writing, the Parties acknowledge that each Party shall bear its own costs in relation to this MOU.



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III. Responsibilities and Duties

a. School:

i. For the purposes of streamlined certification as defined and described in the Federal Register, Volume 88, No. 249, the school shall provide the following data elements for students receiving and eligible for free and reduced meals:

- Student First Name
- Student Middle Initial (Required)
- Student Last Name
- School ID
- Student State Testing Number
- School Name
- Student's Method of Certification for Free and Reduced-Price Lunch or Economic Disadvantaged Status (application, SNAP, TANF, WIC, FDPIR, Foster, Homeless, Migrant, Runaway, or Medicaid)
- Grade
- Birthdate
- Parent/Guardian's First Name
- Parent/Guardian's Last Name
- Household Mailing Address
- Household Physical Address (OPTIONAL)
- Household Phone Number(s) (REQUIRED)
- Household Email(s) (STRONGLY SUGGESTED)
- Language(s) Spoken in the Home (OPTIONAL)
- Preferred Method of Contact (OPTIONAL)

ii. For the purposes of processing Summer EBT applications, distribute all documents provided by Nation to all students through various means, including but not limited to, sending documents home with students in backpacks and folders. These documents will be used to recruit participants for the Programs.

iii. Verify enrollment and free and reduced lunch status of all applicants.

iv. Provide verified information to the Muscogee (Creek) Nation.

b. Nation:

i. Receive student data from the school for the purposes of streamlined certification.

ii. Receive Program applications online and by phone, verified enrollment, and verified free and reduced lunch status from the school.



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- iii. Use foregoing information to recruit participants within the School's student population for the Programs.
- iv. Provide Program benefits for eligible participants in the School District's student population.
- c. **Non-Disparagement:**
Both Parties hereby stipulate and agree that either Party may discuss non-confidential aspects of their experience with the other Party, however each party shall not in any shape, form or fashion whatsoever, make any disparaging remarks of any sort or otherwise communicate any disparaging information about the other Party or the other Party's employees, officers or agents in their professional capacities herein to any third party, including but not limited to statements on social or any other media. Further, each party agrees to take no action of any nature which is intended, or would reasonably be expected, to harm the other Party or its reputation or which would reflect or reasonably lead to unfavorable publicity to the other Party.
- d. **Confidentiality:**
In the course of performing services, the parties recognize they may come in contact with or become familiar with information which may be considered confidential. The Parties agree to keep all such information confidential and not to discuss or divulge it to anyone other than the appropriate personnel or their designees for the purposes expressed herein.
- IV. **Term of Agreement**
This Agreement shall commence on the date last signed below and shall expire one year from such date. Any services provided under this Agreement or any renewal shall be contingent upon continued Program funding from the USDA.
- V. **Governing Law**
The Parties will use their best efforts to amicably resolve any dispute. Both the School and the Nation recognize, respect and accept the fact that under applicable laws each is governed by a separate sovereign with dominion over their respective territories and governments. By entering into this contractual relationship, neither the School nor the Nation has, in any way, caused the other's sovereignty to be waived or diminished.
- VI. **Termination**
This Agreement may be terminated by either of the Parties upon thirty (30) days written notice delivered to the other Party. The written notice of termination will be sent to the Party's address referenced on page one of this Agreement.



DAVID W. HILL
PRINCIPAL CHIEF
DEL BEAVER
SECOND CHIEF

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year last below written.

SIGNATURE PAGE:

School:

X

Date:

Signature and Title
School District Representative

Nation:

X

Date:

David Hill, Principal Chief
Muscogee (Creek) Nation