



Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 3/28/2025

Contract/Agreement Vendor:

Oklahoma Dept of Ag- Ashley Bender

Name of Vendor & Contact Person

Ashley.Bender@ag.ok.gov

Vendor Email Address

Local Food Purchases

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

4/14/2025

BOE Date

\$25,000.00

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 RD/UD

Does this Contract/Agreement utilize technology? YES ☒ NO

If yes, Technology Admin: NO

Cabinet Team Member:

Rafael Ug

Funding Source: 022

Fund/Project

000-3140-630-700-0000-000-022

OCAS Coding

☒ Consent

☐ Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and the Oklahoma Department of Agriculture, Food, and Forestry. The reimbursable grant will reimburse \$25,000.00 for the purchase of unprocessed or minimally processed local food products for the 25-26 SY. The approximate cost to the District will be \$25,000.00 and will be paid with CN Funds and reimbursed by the grant. E.McNally

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: 4/14/2025

Re: The Oklahoma Department of Agriculture, Food & Forestry

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### **SUBJECT**

Accept and approve the NEW agreement between Broken Arrow Public Schools and the Oklahoma Department of Agriculture, Food, and Forestry. The reimbursable grant will reimburse \$25,000.00 for the purchase of unprocessed or minimally processed local food products for the 25-26 SY. The approximate cost to the District will be \$25,000.00 and will be paid with CN Funds and reimbursed by the grant. E.McNally

### **ENCLOSURES/ATTACHMENTS**

Agreement Letter

### **SUMMARY**

The cost includes a 3 to 5 cents per unit increase.

### **FUNDING**

Child Nutrition Funds

### **RECOMMENDATION**

Approve

## **AGREEMENT**

### **BY AND BETWEEN**

**THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY**

### **AND**

**BROKEN ARROW PUBLIC SCHOOL**

This Agreement by and between the Oklahoma Department of Agriculture, Food, and Forestry (Department), P.O. Box 528804, Oklahoma City, Oklahoma 73152-8804 and Broken Arrow Public School, 701 S Main St., Broken Arrow, OK 74012, is accepted by both the Department and Broken Arrow Public School for the purpose of fulfilling the objectives and provisions of the Oklahoma Local Food for Schools Program (OKLFS) and pursuant to the OKLFS rules.

### **NAME OF PROJECT**

Oklahoma Local Food for Schools Program (OKLFS)

### **PURPOSE**

The Oklahoma Local Food for Schools Program is state funded. Broken Arrow Public School will utilize the grant money to purchase unprocessed or minimally processed food in accordance with the OKLFS Grant application submitted to and held on file by the Department.

### **AGREEMENT TERMS**

This Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) in state funds. Total funds available for this Agreement shall be disbursed in increments based upon compliance with the OKLFS program, and payable on a cost reimbursable basis pursuant to paid invoice/receipts submitted to ODAFF by Broken Arrow Public School. No expenditures shall be made pursuant to the Agreement until after receiving a copy of the purchase order. All invoices for monies pursuant to this Agreement shall contain only expenditures that occurred during the term of the Agreement. All reports, invoices, and correspondence regarding this Agreement shall include the purchase order number for the benefit of all parties.

### **DURATION**

This Agreement shall be valid and in effect only after it is signed, dated, and a purchase order issued (Effective Date) and shall conclude on June 30, 2026. This Agreement shall remain in effect until the expiration date, or until thirty (30) days after written notice has been given by either party of their intent and desire to terminate the Agreement.

### **TERMINATION AND AMENDMENTS**

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by authorized officials of the Department and Broken Arrow Public School. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party. Early termination of this Agreement shall require an amendment to this Agreement and may require reimbursement up to the Agreement amount. During the effective term of the Agreement should funding be increased, reduced or limited, the Department may increase, reduce or limit the monies available pursuant to this Agreement via issuance of a change order.

### **BROKEN ARROW PUBLIC SCHOOL AGREES**

1. To purchase food that is unprocessed or minimally processed in Oklahoma and is grown or raised within the State of Oklahoma.
2. To purchase unprocessed or minimally processed food from the approved vendor list at [www.ag.ok.gov](http://www.ag.ok.gov) and submit three (3) bids for unprocessed or minimally processed food from the approved vendor list.
3. To submit invoices and proof of expenditure documentation not to exceed Twenty-Five Thousand Dollars (\$25,000.00) upon issuance of the purchase order by June 30, 2026. After June 30, 2026, funds will be released from the existing purchase order.
4. To provide the Department any information needed or requested to demonstrate the effectiveness of the program.
5. That a failure to comply with all of the terms and provisions of this Agreement shall result in a suspension of eligibility for all other Department loan or grant programs and participation in any Department promotional program until such time that all terms and provisions of this Agreement are completed.
6. To retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time, and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, the records shall be maintained for two (2) years from the date that all issues arising out of the action are resolved.
7. To allow the State Auditor or any other auditor specified by the Department to conduct an examination of any and all pertinent records, including books, documents, papers, records, accounting procedures and practices, claims, and other data regardless of type whether in written form, computer data, or any other form filed or produced relating to Broken Arrow Public School's performance under this Agreement or any of its subcontractors engaged in the performance of or involving any transactions related to this Agreement.
8. And certifies that the school and all proposed subcontractors, whether known or unknown at the time this Agreement is executed or awarded, are in compliance with 25 O.S. § 1313 and participate

in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the Free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **DEPARTMENT AGREES**

1. To reimburse Broken Arrow Public School upon receipt of properly submitted paid invoices or receipts, an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) of OKLFS funds to support the designated Project.
2. To provide payment to Broken Arrow Public School within forty-five (45) days upon receiving a proper invoice.
3. To assign a purchase order to initiate the Project work to Broken Arrow Public School.

#### **COMPLIANCE**

This Agreement is made expressly subject to, and the parties expressly agree to comply with and abide by, all of the laws of the United States and of the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all rules and regulations now existing or that may be promulgated in accordance with all laws applicable in any way to the performance of this Agreement including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

**SEVERABILITY**

If any provision of this Agreement is found illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement shall not be affected. Additionally, for each provision of this Agreement found illegal, invalid, or unenforceable the parties shall add as an amendment to this Agreement a valid and enforceable provision as similar as possible to the terms contained in the unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

For: **BROKEN ARROW PUBLIC SCHOOL**

For: **OKLAHOMA DEPARTMENT OF  
AGRICULTURE, FOOD, AND FORESTRY**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Printed Name and Title)

(Printed Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_