

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 11-2-2023

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:

Cabinet Team Member:

Funding Source:

Fund/Project OCAS Coding

☒ **Consent**

☐ **Action**

The purpose of IHCRC's Native American Youth Program is to empower students by equipping them with the necessary tools to enhance their physical, mental, emotional, and spiritual wellness. Through comprehensive health education, cultural connectedness, personal development, and the cultivation of meaningful relationships, they aim to foster a supportive and inclusive environment where students can thrive and reach their full potential.

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.



INDIAN HEALTH CARE

RESOURCE CENTER OF TULSA

**Memorandum of Understanding (MOU)
Between
Indian Health Care Resource Center of Tulsa
And
Broken Arrow Public Schools**

This Memorandum of Understanding (MOU) is made and entered by and between Indian Health Care Resource Center of Tulsa, Inc. (IHCRC), an Oklahoma not-for-profit corporation with offices at 550 South Peoria Avenue, Tulsa, Oklahoma 74120 and Broken Arrow Public Schools (SCHOOL) (consisting of 30 schools within its district) with the purpose of conducting educational and cultural teachings and activities for Broken Arrow Public Schools Indian Education Program via the IHCRC Native American Youth Program.

Whereas the purpose of IHCRC's Native American Youth Program is to empower students by equipping them with the necessary tools to enhance their physical, mental, emotional, and spiritual wellness. Through comprehensive health education, cultural connectedness, personal development, and the cultivation of meaningful relationships, we aim to foster a supportive and inclusive environment where students can thrive and reach their full potential. By honoring and integrating Native American traditions, values, and teachings, we strive to empower the next generation to embrace their cultural heritage, develop a strong sense of identity, and lead healthy, balanced lives.

IHCRC agrees to:

- Provide points of contact to coordinate activities and assist with questions or needs. The contacts for IHCRC Youth Program:
 Jordan Cox, Youth Program Coordinator, 918-382-1226 (work), 918-457-8087 (mobile), jcox@ihcrc.org
 Misti Mathews, Youth Program Specialist, 918-382-2207 (work), mmathews@ihcrc.org
 Tonia Gist, Development Director, 918-382-1203 (work), 918-430-6566 (mobile), tgist@ihcrc.org
- Teach curriculum and cultural activities that will be conducted in accordance with appropriate grade levels for students in Middle School (grades 6, 7 and 8) and High School (grades 9, 10, 11 and 12). Curriculum includes but is not limited to: Native It's Your Game, Youth Spirit Program, Native Stand (Students Together Against Negative Decisions), First Nations Youth Suicide Prevention, and Plant Teachings.
- Provide all required supplies for classes and activities.
- Share with SCHOOL any information or follow up on student performance and progress, as well as any data related to performance goals.
- Provide Media Releases to the School Key Contact to obtain written permission that authorizes the use of student's name, likeness, story, photograph, video, or audio recording in various forms of media, including but not limited to, brochures, posters, websites, social media, and videos in connection with the activities that are the subject of this Memorandum. Written permission must be obtained from the parent/guardian (if the student is under the age of 18), or the student (if the student is age 18 or older).

SCHOOL agrees to provide:

- A school-based Administrator as a key point of contact.
- Direction for accessing school sites and relay to IHCRC staff any school guidelines and protocols needed to work with the students.
- Program space (i.e. classroom, gym) and technology (i.e. AV, computers for students, internet) as appropriate per activities.
- Distribution of parent/guardian consent letters for programs coordinated by IHCRC
- Data related to participation and agreed performance goals.
- Feedback to Organization regarding quality of Organization services.

I. General Terms and Conditions

IHCRC agrees that all instructors and staff assigned to the Program will follow the district's protocol for visitor registration while on school premises.

The parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and school district board policy, all records relating to students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of all education records.

Both parties agree 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).

Both parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations, as well as the Health Information Technology for Economic and Clinical Health Act ("HITECH") including the Privacy, Security, Breach Notification and Enforcement Rules in 45 C.F.R. Parts 160 and 164 ("HIPAA Rules").

This Memorandum in no way restricts either party from participating in any activity with other public or private agencies, organizations, or individuals.

This MOU is not an obligation or commitment of funds, nor basis for transfer of funds, but rather is a basic statement of the understanding between Indian Health Care Resource Center of Tulsa and Broken Arrow Public Schools hereto of the tasks and methods for performing the tasks herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

All agreements within this Memorandum are subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements of the State of Oklahoma, Tulsa and Wagoner Counties, Oklahoma.

II. Non-Discrimination

ORGANIZATION prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law. ORGANIZATION expects that the SCHOOL shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and wherever those individuals are conducting ORGANIZATION business or participating in ORGANIZATION events or activities.

III. Indemnification

Both parties shall indemnify, release, defend, and hold harmless the other Party, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of either Party's warranties contained herein or arising from or relating to Party's performance under this Agreement.

If and only to the extent allowed by Oklahoma law, the Parties each, respectively, agree to be responsible for the negligent and intentional acts of their respective employees, agents, representatives, divisions, and affiliates that arise out of or are related to the performance of the services and delivery of a product under this Agreement.

IV. Duration of the MOU

It is the intent of IHCRC and SCHOOL that this MOU shall commence on the date of the last signature of this MOU, unless either extended or terminated as provided herein.

V. Modification or Amendment

Any modification, amendment or change to this MOU shall be made in writing and signed by both Parties.

VI. Termination

This MOU may be terminated by Broken Arrow Public Schools or Indian Health Care Resource Center of Tulsa by submitting a Notice of Termination to the other party. Any Notice of Termination shall give thirty (30) day notice of termination.

VII. Concurrence

It is agreed that this written statement embodies the entire MOU of the Parties regarding this affiliation, and no other MOU exists between the parties concerning the topics covered, except as expressed in this document. All Parties to this MOU concur with the level of support and resource commitments that are documented herein.

VIII. Signature

Both Parties acknowledge that they have read and understand this document and what it means with respect to their participation and warrants, represents, and agrees that they have the full power and authority to enter into this Agreement.

SCHOOL

Signature: _____

Name: _____

Title: _____

Date: _____

ORGANIZATIONSignature: Carmelita Skeeter

Name: Carmelita Skeeter

Title: Chief Executive Officer

Date: Oct 31, 2023