

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 10/25/2024

Contract/Agreement Vendor: Operation Aware/ Jeni Dolan
Name of Vendor & Contact Person
jdolan@operationaware.org
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.

BAPS Students & Staff
Reason/Audience to benefit
11/11/2024 \$ 20,000.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Derek Blackburn

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

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

Cabinet Team Member: 

Funding Source: BA Foundations / Grant Funds
Fund/Project OCAS Coding

Consent

Action

Accept and approve the NEW Memorandum of Understanding between Broken Arrow Public School and Operation Aware to provide curriculum to help BAPS students avoid drug and alcohol use, build healthy relationships skills and recognize and effectively manage bullying behaviors of others. The first \$10,000.00 will be paid by the Broken Arrow Foundation Funds and the remaining \$10,000.00 will be paid with Grant Funds. The total cost will not exceed \$20,000.00. -D. Blackburn

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.

CONTRACT

This Contract is entered into for the 2024/25 school year by and between Broken Arrow Public Schools, a public corporation, hereinafter referred to as "District," Operation Aware of Oklahoma, Inc., hereinafter referred to as "Operation Aware".

RECITALS:

District desires to obtain the services of Operation Aware to provide curriculum and programming for District elementary and/or middle school students. Operation Aware desires to provide the listed services.

NOW THEREFORE, the parties agree as follows:

1. Operation Aware will provide its research informed Operation Aware curriculum for District students in grades Fourth thru HS to help them avoid drug and alcohol use, build healthy relationship skills and recognize and effectively manage bullying behaviors of others (the Program). Operation Aware and District staff will develop a mutually agreeable schedule on which to provide the Program. Operation Aware will complete the Program no later than the last school day of the fourth quarter of the 2024-25 school year.
2. Appropriately trained, experienced and knowledgeable consultants/trainers employed by Operation Aware will conduct the Program. The consultants/trainers will comply with District rules and regulations while on the school campus.
3. Funding and Payment
 - The funding source and direct payment of fees, expenses and services shall be made to the Operation Aware, Operation Aware 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.
 - 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 Operation Aware, the Operation Aware 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.
 - Pricing will not exceed \$300 per classroom with the first \$10,000 being committed from the Broken Arrow Foundation.
 - The Broken Arrow Foundation will be invoiced for the first \$10,000 and the school district responsibility will be capped at \$20,000.
4. As a condition of entering into this Contract, Operation Aware shall ensure that every individual representing Operation Aware who will be on the District's campus has undergone a criminal background check, including a felony record search and a search of the Mary Rippy Violent Crime Offenders Registry and the Oklahoma Sex Offenders Registry, and that no person convicted of a felony or registered as a violent offender or a sex offender will be on the District's campus on behalf of Operation Aware.
5. Operation Aware agrees to and shall defend, indemnify and hold harmless the District, its officers, administrators, board members, employees, agents, assigns and attorneys from and

against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Operation Aware, its officers, agents, employees or contractors.

6. Operation Aware agrees that prior to entering into this Contract it has obtained a Commercial General Liability ("CGL") insurance policy and School Leader's Legal liability policy (similar to a Directors and Officers Liability policy) insuring it in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate. Operation Aware must add the District as an additional insured party on each policy for purposes of Operation Aware's performance of this Contract and maintain the required insurance policies at all times while this Contract is in effect.

Further, Operation Aware affirms that its employees and any subcontractor who will be on District property and acting on behalf of Operation Aware in performance of this Contract are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from the District.

7. Should either Operation Aware or the District choose to discontinue services during the term of this Contract, thirty (30) days' written notice is required.
8. THIS CONTRACT IS NOT ASSIGNABLE.
9. The provisions contained in this Contract set forth the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof. This Contract may not be modified or amended except by a written agreement signed by both parties. This Contract shall be interpreted and enforced in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, District and Operation Aware have executed this Contract on the day and year first above written.

Broken Arrow Public Schools,
Oklahoma

By: _____
"District"

Date

OK as to form: _____

Operation Aware of Oklahoma, Inc.

By: Jeni Dolan
"Operation Aware"

10/25/24
Date