

BROKEN ARROW  PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 06/04/2024

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 NO
If yes, Technology Admin: _____

Cabinet Team Member:

Funding Source: Fund/Project OCAS Coding

Consent

Action

Accept and approve renewal Memorandum of Understanding between Broken Arrow Public Schools and the Muscogee (Creek) Nation to establish working procedures to provide language services to American Indian/ Alaskan Native students. The term of this MOU shall begin on August 8, 2024 and end on May 23, 2025. There is no cost to the District. R Pawpa

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 OF UNDERSTANDING
BETWEEN THE
MUSCOGEE (CREEK) NATION
AND
BROKEN ARROW PUBLIC SCHOOLS**

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOU") is made on this 25th day of June, by and between the Muscogee (Creek) Nation Language Program, P.O. Box 580, Okmulgee, Oklahoma 74447 (hereinafter "NATION") and Broken Arrow Public School District, 701 S Main St, Broken Arrow, OK 74012 (hereinafter "SCHOOL"), to coordinate their resources, skills, and employees in order to provide high-quality collaborative opportunities in school support and language.

WITNESSETH:

WHEREAS, through this collaboration, the intent is to be a leading force in language acquisition to enhance the lives of students, specifically American Indian/Alaskan Native (AI/AN) students, by providing quality language revitalization services, and

WHEREAS, the purpose of this MOU is to establish working procedures between the SCHOOL and the NATION for the provision of coordinated Mvskoke Language educational opportunities, and

WHEREAS, the NATION wishes to enter into an agreement with the SCHOOL in order to provide services to AI/AN students, teachers, school staff, and administrators, and

WHEREAS, the NATION agrees to provide qualified personnel who are willing and able to perform the services described herein, and

WHEREAS, nothing in this MOU waives the sovereign immunity of the Nation, and

NOW THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto promise to the other, agree and understand as follows:

1. PURPOSE OF MOU.

- A. The purpose of this MOU is for the NATION and the SCHOOL to clarify roles and responsibilities in providing Mvskoke Language services to eligible AI/AN students. This MOU also seeks to reduce duplicative efforts to provide services, training, or other support that can be provided more cost-effectively through combined efforts.
- B. The provisions of this MOU are not intended to alter, amend, or invalidate any existing policies or procedures of the NATION or the SCHOOL unless expressly otherwise stated herein. The signatory parties intend that the responsibilities and understandings set forth therein are to be

followed in all relations and communications between the NATION and the SCHOOL with respect to the Muscogee Department of Education and Training.

TERM OF MOU. This MOU shall begin on August 8th 2024, and end on May 23rd, 2025

Thereafter, the parties may renew this MOU, provided that said renewal shall be in writing and signed by the Muscogee (Creek) Nation Principal Chief, and the school Superintendent.

2. TERMINATION AND AMENDMENT. This MOU may be terminated by the NATION or the SCHOOL at any time during the term of the MOU. Termination shall be effective thirty (30) days after receipt of written notice sent by United States Registered mail to the other party at the above address. This MOU may be amended by the parties, provided that no amendment to any provision of the MOU shall be binding upon the parties unless in writing and signed by the Principal Chief, the Secretary of Culture and Humanities, and the school Superintendent.

3. RESPONSIBILITIES OF SIGNATORIES.

A. The SCHOOL Responsibilities. The SCHOOL agrees to the following provisions:

1. The SCHOOL shall commit to one year of Mvskoke language instruction as agreed upon in prior meetings for students within selected grade levels and classes, during the upcoming 2024-2025 school year.
2. The SCHOOL shall provide a classroom for Mvskoke language instruction to occur, as needed and during all instructional hours.
3. The SCHOOL shall provide a certified teacher within each classroom who will be the responsible party for students and will support the Mvskoke Language teacher, as needed, in the case the Mvskoke Language teacher is non-certified.
4. The SCHOOL shall provide a licensed teacher as a "teacher of record" to input the grades into the school's grading system and to be the "mentor teacher" for the Mvskoke language instructor as a liaison between both the Mvskoke Language Program and the SCHOOL
5. The SCHOOL shall not require any Mvskoke Language staff to perform any extra duties outside of prior negotiated responsibilities.

B. The NATION Responsibilities. The NATION agrees to the following provisions:

1. The nation shall provide one (1) Mvskoke Language Instructor to teach Mvskoke Language to students within the SCHOOL as previously agreed upon in prior meetings for the upcoming 2024-2025 school year.
2. The NATION shall provide one (1) alternate Mvskoke Language Instructor to substitute for language instructors that may be absent. This instructor will cover classes throughout the year if and when the primary instructor(s) are not able to attend class.
3. The NATION shall provide curriculum, materials, assessments, and other educational resources pertaining to Mvskoke Language class for all students participating in Mvskoke Language class within the SCHOOL.

4. PRIOR AGREEMENTS. This MOU constitutes the entire and exclusive agreement concerning program services between the parties signing below. Execution of the MOU supersedes and nullifies all prior agreements, contracts, negotiations, and promises or representations concerning that subject matter.

IN WITNESS WHEREOF, the parties have executed and entered into this MOU.

APPROVED:

MUSCOGEE (CREEK) NATION

David W Hill
David Hill, Principal Chief

4-29-2024
Date

BROKEN ARROW PUBLIC SCHOOLS

Superintendent/Principal

Date