



# MASTER MEMORANDUM OF UNDERSTANDING (MMOU)

This **MASTER MEMORANDUM OF UNDERSTANDING (MMOU)** is created and entered into by and between **Independent School District No. 9 of Tulsa County, Oklahoma, Union Public Schools**, hereinafter referred to as “The District,” and \_\_\_\_\_ (Entity), referred to as “The Provider,” and collectively referred to as “The Parties.”

1. **PURPOSE.** The purpose of the MMOU is to establish an overarching master agreement between the District and the Provider of the educational and enrichment programs and services that the Provider may furnish to the students and the learning community of the District. This MMOU sets forth the understandings, intentions, and master governing terms, conditions and provisions for the programs and services offered by the Provider.
2. **MUTUAL BENEFITS AND INTERESTS.** The programs and services the Provider offers will help support the mission of the District: “To Graduate 100% of Its Students College and Career Ready”.
3. **WORKING AGREEMENT.** Each program and associated service offered by the Provider shall be articulated within a Participating Addendum (PA) or program proposal. PAs and program proposals must have written approval by the designated administrative personnel for each Party. Depending on the program and fees, the District’s Board of Education may need to approve a PA or program proposal.
  - a. The terms, conditions, and provisions of this MMOU shall be applicable to all programs and services defined by each PA or program proposal. Where conflicts between the Participating Addendum and MMOU occur, the MMOU terms and conditions shall prevail.
  - b. The Provider agrees to furnish all labor, materials, resources, goods, services, and insurance for all programs and services as described in each program’s PA or program proposal.
  - c. Where it is in the best interest of the PARTIES, the PARTIES may solicit and secure third-party funding for the program(s). The PA or program proposal must clearly identify all funding sources including, but not limited to, third-party funding organizations and District funding source(s), if applicable.
4. **PRIVACY AND SECURITY.**
  - a. Conviction of Sex Offense or Felony. To provide a safe and secure environment for the students, Provider agrees it will act under this MMOU in compliance with 70 O.S. §6-101.48.
    - 1) A. No person or business (Provider) having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if the employee is convicted in this state, the United States or another state of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.
    - 2) B. Every person or business (Provider) performing services not subject to subsection A of this section on the property of a school or school district shall at the time of contracting be required to sign a statement declaring that no employee working on school premises under the authority of the business is currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act. Compliance with this statute shall be required of the person or private business, and there shall be no obligation placed upon a school district to ascertain the truthfulness of the affidavit.
    - 3) C. A person or business having a written contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees may conduct a felony search of the employees of the person or entity who would be assigned that work through a request to the State Board of Education in the same manner as a felony search is afforded school districts by Section 5-142 of this title.
    - 4) Provider’s agreement to and acceptance of the MMOU, as evidenced by the signature(s) below, serves as Provider’s statement of compliance with the requirements of Title 70 O.S. §6-101.48B above.
    - 5) Provider agrees to require all persons under its authority to register through the District’s visitor tracking system and clearly display the printed visitor badge while performing activities described in this MMOU on school premises.
  - b. Family Educational Rights and Privacy Act of 1974 (FERPA). Provider agrees 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).
    - 1) A student’s social security number or student identification number, race/ethnicity, citizenship, nationality, gender, grades, or class schedule is always protected information which should solely be used internally, and even then, only when essential and among authorized individuals, and which should never be shared with any third party.
    - 2) Other records that are directly related to a student or students are also considered educational records that are protected under FERPA. They can be items that contain a student’s name, or several students’ names, or information from which an individual student or students can be personally (individually) identified. Educational records include files, documents, and materials in whatever medium (handwriting, print, monitor screen, tapes, disks, film, microfilm, microfiche, or notes) that contain information directly related to students and from which students can be personally identified. No educational record should ever be shared with a third party without express written permission from the parent or guardian (if the student is under the age of 18), or the student (if the student is age 18 or older).



- 3) Provider agrees that no one under its authority shall gather, release, or make public in any way any information related to or that could lead to identification of a student. This includes taking photographs, making recordings (video and/or sound), collecting student’s written or oral statements, or using records made in connection with the activities that are the subject of this MMOU. The only exception is where written permission that specifically authorizes gathering, releasing, or otherwise using the types of information described in this paragraph is obtained from the parent (if the student is under the age of 18), or the student (if the student is age 18 or older).
  - 4) If provider will be accessing, gathering, storing, or utilizing any student personally identifiable information (PII), Provider must also agree to and sign the District’s Data Privacy Agreement (DPA).
5. LIMITATION OF LIABILITY AND INDEMNIFICATION. Provider agrees to defend, save, indemnify, and hold the District harmless from any actual or alleged third-party claims, demands, causes of action, liability, loss, damages, and/or injury, arising out of any intentional acts, omissions, negligence, or willful misconduct of Provider’s personnel, employees, agents, contractors, independent contractors, or volunteers in connection with the performance of the activities described in this MMOU and accompanying PA or proposal.
- a. Where Provider is a public entity, i.e., the State of Oklahoma, an institution of Oklahoma higher education, a county or city, or political subdivision of the State of Oklahoma, the District recognizes the sovereign immunity and limitations of liability afforded the public entities under Oklahoma law and the Oklahoma Governmental Tort Claims Act. Therefore, this indemnification and any limitation of liability for Oklahoma public Provider shall only be applicable to the extent permitted under the constitution and laws of the State of Oklahoma.
6. INSURANCE REQUIREMENTS. The Provider agrees to furnish and maintain for the duration of this agreement the following insurance, as checked:
- a. \_\_\_\_\_ General Liability Insurance: \$1,000,000 each occurrence (combined single limit for bodily injury and property damage); \$2,000,000 general aggregate.
  - b. \_\_\_\_\_ Professional Liability Insurance: \$1,000,000 each occurrence, \$2,000,000 general aggregate. (Required for professional services, e.g., medical, counseling, etc.)
  - c. \_\_\_\_\_ Business Auto Liability: Business automotive property and liability coverage for all owned, leased, hired, and furnished vehicles at a minimum of \$1,000,000 combined single limit per accident. (If Provider will furnish transportation or utilize company vehicles on school premises for student/employee access.)
  - d. \_\_\_\_\_ Workers’ Compensation: Workers’ Compensation insurance in accordance with the Oklahoma Statutory requirements for Workers’ Compensation. Required if Provider will have employees working on District premises.
  - e. \_\_\_\_\_ Provider is a state agency, State Institution of Higher Education, city, county, school district, or political subdivision of the State of Oklahoma and subject to the Oklahoma Governmental Tort Claims Act. (See 5.a.)
7. POINTS OF CONTACT AND PROGRAM DESIGNEES.
- a. The principal address for Union Public Schools is **8506 E. 61<sup>st</sup> St., Tulsa, Oklahoma 74133**. The Superintendent of Schools or his/her designee may approve Participating Addenda and Program Proposals.
  - b. The principal address for Provider is: \_\_\_\_\_ . The designated approver for Participating Addenda and Program Proposals for the Provider will be \_\_\_\_\_ .  
Contact’s Phone: \_\_\_\_\_ Contact’s Email: \_\_\_\_\_
8. NOTICES. Regarding any legal notices, this MMOU shall be sent to the following person and address.
- a. For the School District: Union Public Schools, Attn: Superintendent, 8506 East 61<sup>st</sup> Street, Tulsa, Oklahoma 74133.
  - b. For the Provider: \_\_\_\_\_
9. GENERAL PROVISIONS.
- a. The provider attests that the programs, materials and services offered pursuant to this MMOU and accompanying PA and program proposals are for the educational and enrichment benefit of the students and participants of the programs and not directly for the benefit of the District.
  - b. The Provider agrees that no materials or services shall be furnished before receipt of a signed Participating Addendum (PA) or program proposal, and a valid District-issued purchase order (for fee-based programs or expenses). The PA and purchase order is



valid for the fiscal year in which the services are provided. PAs, program proposals, and purchase orders expire on June 30<sup>th</sup> of each year.

- 1) Provider agrees to furnish the District with a proper itemized invoice, as defined by the State of Oklahoma, for authorization of payment of claims by public schools. The District’s purchase order number must be referenced on the invoice. Invoices may be mailed to Union Public Schools, Accounts Payable, 8506 E. 61<sup>st</sup> Street, Tulsa, Oklahoma 74133, or emailed to [accts.payable@unionps.org](mailto:accts.payable@unionps.org). Payment terms shall be forty-five (45) days after the receipt of a proper itemized invoice.
- 2) Unless otherwise stated herein, this MMOU does not authorize any expenditure of funds or obligate the District to expend, exchange, or reimburse funds, services, or supplies, or transfer anything else of value for the services provided.
- c. As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 1114, and as supplemented in the Department of Labor regulations (41 CFR Part 60 et. seq.) are incorporated into this Agreement. The Provider represents that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, sex, political beliefs, or veteran status; Provider does not maintain nor provide for its employees any segregated facilities, nor will the Provider permit its employees to perform services at any location where segregated facilities are maintained. In addition, the Provider agrees to comply with the applicable provisions of Section 504 of the Rehabilitation Act, if applicable to the services provided.
- d. Provider agrees that it will not claim or imply that the District endorses the sale or purchase of its services.
- e. Provider agrees not to use the District’s trademarked logos without the expressed written authorization from the District’s Communication Department. The Provider is not authorized or licensed to use the District’s licensed split “U” athletic logo. Provider agrees and understands that it is not licensed to use the split “U” logo. Provider agrees not to use, display or reference on any printed material, electronic or digital media, including social media, the District’s former high school mascot.
- f. This MMOU in no way restricts either party from participating in any activity with other public or private agencies, organizations, or individuals.
- g. This MMOU does not create or form a joint venture or partnership between the PARTIES. Furthermore, this MMOU shall not be construed to create an employment or agency relationship between the Provider and the District, or any of their respective employees or agents. The Provider and the District shall, at all times, act and function pursuant to this MMOU and hold themselves out as independent contractors.
- h. Provider attests that there is no conflict of interest by and between the owners, officers, employees, and any agent(s) of the Provider and the school district, its board of education members, officers, directors, principals, employees, and agent(s). Furthermore, no District board member, officer, director, principal, employee or agent(s) has been offered or received anything of monetary value in exchange for this MMOU, PA, contract, agreement and associated payments.
- i. To the extent required under Oklahoma law, Provider agrees and affirms that all of its employees, entering upon the District’s property under the provisions of this MMOU, shall be covered by workers’ compensation insurance. The District shall not provide workers compensation coverage for Provider, its employees, volunteers, subcontractors, or agents. The District shall not be liable for injury to Provider’s employees and volunteers. Where Provider is a sole proprietor independent contractor, the Provider must furnish annually an affidavit of workers’ compensation waiver.
- j. This MMOU shall be made and construed in accordance with the laws and regulations of the State of Oklahoma and Tulsa County.
- k. This MMOU shall be effective on \_\_\_\_\_, or on execution and approval by the Board of Education of the District, whichever occurs last, and shall end on June 30, 2027. To remain valid, this MMOU may be renewed annually by the Parties by written renewal. Either party may terminate this MMOU and associated PA(s) with thirty (30) days written notice to the other party by certified mail, email, or hand-delivery method. This MMOU may be extended for an additional two (2) year period by mutual consent of both parties and by acceptance of a renewal agreement.

The PARTIES do hereby acknowledge and agree to the terms of this MMOU.

Witnessed:

Union Public Schools, ISD. No. 9

Provider

President of the Board of Education

[Name]

Signature

Signature

Date

Date