

**Memorandum of Understanding
Between
Independent School District No. 16 of Payne County,
Oklahoma, commonly known as Stillwater Public Schools
And
Our Daily Bread Food & Resource Center**

The purpose of this memorandum ("the Agreement") is to set forth the mutual understanding of the terms of an agreement between Stillwater Public Schools (the "District") and Our Daily Bread for the maintenance and operation of the Lincoln Academy Marketplace, an on-campus food pantry (collectively referred to as the "Parties").

Terms: This Agreement shall take effect on July 1, 2024, and shall continue until June 30th, 2025, unless terminated earlier as provided herein, and may be renewed annually, pursuant to the written approval and ratification of the Parties. The Parties hereby agree to the following terms:

- Lincoln Academy Marketplace shall be located in a mutually agreed upon space in the building of Lincoln Alternative Academy at 215 E. 12th Ave in Stillwater, OK. No rent or utility fee will be paid by Our Daily Bread for the usage of the space, and both Parties will agree upon a different location if the Marketplace needs to move to a different space.
- Our Daily Bread shall provide all necessary food and other supplies given to guests and shall have primary responsibility to ensure Lincoln Academy Marketplace remains stocked for each week of operation. Quantity and type of food and supplies stocked shall be mutually agreed on by designees of the Parties.
- The District may provide supplemental food or other supplies to add to the shelves at the discretion of the designee from Our Daily Bread. Supplemental food may be provided through food drives, donations, or direct purchases.
- Lincoln Academy Marketplace shall be open and limited to all students of Lincoln Academy.
- Hours of operation shall be set at times jointly agreed to by the District and the Executive Director of Our Daily Bread (or their designees).
- Our Daily Bread shall determine and oversee guest data as mutually agreed upon by both parties and will provide usage reports up to monthly upon request from the District.
- Our Daily Bread shall oversee volunteer training and set the number of volunteers needed per shift; volunteers may be recruited and provided by the District when needed.
- All marketing for Lincoln Academy Marketplace shall include official wordmarks for both Our Daily Bread and the District.
- All decor and signage in the Lincoln Academy Marketplace will be mutually agreed to by the Executive Director of Our Daily Bread or his/her designee and the District.
- Our Daily Bread should have appropriate and reasonable access to Lincoln Academy in order to stock food and supplies at a time agreed upon by Our Daily Bread and the District.
- The Parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The Parties will not discriminate against any individual because of race, religion, creed, color, sex, sexual orientation, genetic information, gender identity or expression, age, disability, protected veteran status, national origin, or other protected category. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. § 2000e).
- The Parties agree that student safety is a top priority. Our Daily Bread shall not allow, authorize or permit any principal, agent, officer, servant, professional, associate or employee of Our Daily

Bread, who has been convicted of a felony in any jurisdiction within the past ten (10) years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense to be on the premises of the District, to be around or in the presence of District students, or to have access to any record of any kind related to District students. Our Daily Bread hereby certifies that its employees and agents are not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippe Violent Offender Registration Act.

- Our Daily Bread agrees to abide by all legal requirements with respect to the confidentiality and disclosure of personally identifiable information and education records as required by law, including, but not limited to, the Family Educational Rights and Privacy Act of 1974, applicable regulations and state law protecting privacy rights in education and juvenile records.
- Either party, upon thirty (30) days' written notice to the other party, may terminate this Agreement.
- Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties.
- This is not a third-party beneficiary contract. No person or entity other than the Parties signing this Agreement shall have any rights under this Agreement.
- Neither this Agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.
- Notices under this Agreement shall be given or sent by certified, first class, U.S. mail, return receipt requested, by personal delivery, confirmed email, or by a nationally recognized courier service to the addresses set forth below:

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

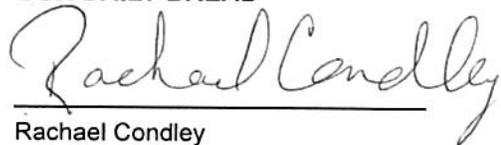
Our Daily Bread
701 E. 12th Avenue
Stillwater, OK 74074

STILLWATER PUBLIC SCHOOLS

President, Board of Education

Date

OUR DAILY BREAD



Rachael Condley
Executive Director

6-28-24

Date