

MEMORANDUM OF UNDERSTANDING: Our Daily Bread Food & Resource Center  
Effective School Year 2025-2026 ▾

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on Jun 10, 2025 by and between Independent School District No. 16 of Payne County, Oklahoma, commonly known as Stillwater Public Schools (hereafter “SPS”) and Our Daily Bread Food & Resource Center (hereafter “ODB”)

- I. **Purpose:** The purpose of this Memorandum of Understanding (“Agreement”) is to set forth the mutual understanding between Stillwater Public Schools (the “District”) and Our Daily Bread Food and Resource Center (“Our Daily Bread”) regarding the maintenance and operation of the Lincoln Academy Marketplace, an on-campus food pantry located at Lincoln Alternative Academy, 215 E. 12th Ave., Stillwater, Oklahoma (collectively referred to as the “Parties”).
- II. **Terms of Agreement**
  - A. **Location & Facilities:** The Lincoln Academy Marketplace shall be located in a mutually agreed-upon space within Lincoln Alternative Academy. Our Daily Bread shall not be charged rent or utilities for use of this space. Should relocation be necessary, a new space will be selected by mutual agreement of the Parties.
  - B. **Supply & Stocking:** ODB shall provide all necessary food and supplies to be distributed to guests and shall maintain primary responsibility for ensuring the Marketplace is adequately stocked on a weekly basis. The type and quantity of food and supplies will be mutually agreed upon by designated representatives of both Parties.
  - C. **Supplemental Contributions:** The District may provide supplemental food or supplies through donations, food drives, or purchases. These contributions shall be added at the discretion of Our Daily Bread’s designee.
  - D. **Access and Use:** The Lincoln Academy Marketplace shall serve all enrolled students of Lincoln Academy exclusively.
  - E. **Hours of Operation:** Operating hours shall be jointly established by the District and the Executive Director of Our Daily Bread (or their designees).
  - F. **Data Collection and Reporting:** Our Daily Bread shall manage and oversee guest data collection in a manner mutually agreed upon by both Parties. Usage reports will be provided up to monthly upon the District’s request.
  - G. **Volunteers:** Our Daily Bread shall determine volunteer needs and oversee all training. The District may assist with recruiting volunteers as needed.
  - H. **Marketing and Branding:** All marketing materials for the Lincoln Academy Marketplace shall include the official wordmarks of both the District and Our Daily Bread.
  - I. **Signage and Décor:** All signage and décor within the Marketplace shall be approved jointly by the Executive Director of Our Daily Bread (or designee) and the District.

- J. Facility Access: Our Daily Bread shall have reasonable access to the Lincoln Academy facility for the purposes of restocking, at times agreed upon by both Parties.
  - K. Non-Discrimination: 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 Disabilities Act of 1990, and related regulations. The Parties will not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, veteran status, or any other protected category, except where religious exemptions under federal law apply.
  - L. Student Safety: ODB affirms that no employee, volunteer, or representative with a felony conviction in the past ten (10) years, or any conviction or plea of guilty/no contest related to illegal substances or sexual offenses, will be permitted on District property or in contact with students. Our Daily Bread certifies compliance with the Oklahoma Sex Offenders Registration Act and the Mary Rippy Violent Offender Registration Act.
  - M. Confidentiality and Student Records: Our Daily Bread agrees to comply with all federal and state laws regarding the confidentiality and disclosure of personally identifiable student information, including the Family Educational Rights and Privacy Act (FERPA) and applicable state laws.
  - N. Independent Status: Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the Parties.
  - O. Third-Party Rights: This Agreement does not create any rights in or for any third party.
  - P. Assignment: Neither this Agreement nor any rights or obligations under it may be transferred or assigned without the prior written consent of the other Party.
  - Q. Notices: All notices shall be made in writing and sent by certified U.S. mail (return receipt requested), personal delivery, confirmed email, or recognized courier.
- III. Indemnification:** ODB agrees to and shall defend, indemnify, and hold harmless the SPS, its officers, administrators, board members, employees, agents, assigns, insurers, and attorneys from and against any and all liabilities, losses, expenses, or claims, including reasonable attorneys' fees, arising out of or resulting from any negligent or intentional acts or omissions of ODB, its officers, employees, agents, or contractors.
- IV. Term and Termination:** This MOU shall be effective for a period of one (1) year from the date of execution and may be extended upon mutual written agreement of the District and the Provider. The MOU shall be reviewed annually to assess its effectiveness and to make any necessary updates. Either party may terminate this agreement with thirty (30) days' written notice to the other party.
- V. Signatures:** By signing below, the parties acknowledge that they have read and understood this MOU and agree to its terms.

*Rachael Condley*

Rachael Condley (May 28, 2025 16:00 CDT)

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Our Daily Bread Food & Resource Center (Signature Name)

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INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA President,  
Board of Education

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Name of District signing official (credentials/Title)

# Our Daily Bread Signed Contract FY26

Final Audit Report

2025-05-28

Created:	2025-05-28
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-  Document created by Melissa Tuck (assistantdirector@ourdailybreadstillwater.org)  
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-  Signer director@ourdailybreadstillwater.org entered name at signing as Rachael Condley  
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-  Document e-signed by Rachael Condley (director@ourdailybreadstillwater.org)  
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