

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 11/16/2023

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:

D23EAE1B28D6C0BCF621A58F055F8AC7 readySign

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

6FC0D1A830DC2317E9D011C8B769FBA0 readySign

Cabinet Team Member:

F2E63BEAAE31AA47112F240E69DA8A9F readySign

Funding Source:

Fund/Project OCAS Coding

☒ **Consent**

☐ **Action**

Agreement with Amplio Learning and BAPS. Amplio is an online license for Speech and Language curriculum for use by Speech Pathologists in speech therapy. Amplio has awarded a grant allowing BAPS to evaluate their program before considering district wide implementation and purchases. Evaluation agreement allows access for up to 15 SLP users and 400 students and will expire June 30, 2024.

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.



Broken Arrow Public Schools, OK - Spring 2024 Grant

Broken Arrow Public Schools

701 South Main Street
Broken Arrow, OK 74012
United States

Amplio Learning Technologies Inc.
600 N Broad Street Suite 5
#3443
Middletown, Delaware 19709
United States

Kristen Schafnitt

Related Services Coordinator
kdschafnitt@baschools.org
918-259-5759

Prepared by: Andy Merideth

Executive Direct of District Partnership
andrew.merideth@ampliolearning.com
+16199722639

Reference: 20231109-104029823
Quote created: November 9, 2023
Quote expires: December 9, 2023

Products & Services

PRODUCTS & SERVICES	QUANTITY	DESCRIPTION	UNIT PRICE	PRICE
Amplio Platform Educator Subscription - Speech Language	15	For educator licenses exceeding the 1:10 ratio	\$0.00 / year	\$0.00 / year
Amplio Platform Subscription - Speech Language	400	Student licenses - Waived during the Pilot Term	\$0.00 / year	\$0.00 / year
SUBTOTALS				
Annual subtotal				\$0.00

***Total	\$0.00
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Comments

Per Year in line item(s)= Per Order Form Term

Order Form Term Period: September 1, 2023 to June 30, 2024

* Waived during pilot term

**One Educator license is granted free of charge per 10 Student licenses, per product. For additional Educator Licenses: \$50 per Educator/license

***Final amount subject to Section 3.b of the terms

Purchase terms

1. By executing this Order Form, Entity hereby agrees to the provisions of this Order Form and the provisions of Amplio's Terms and Conditions, SaaS Service Level Agreement ("SLA"), and Privacy Policy, which can be found at <https://go.ampliolearning.com/legal/>.
2. Services:
 - a. **Amplio Platform Subscription** means user licenses for the Speech Language product of Amplio's Platform and includes implementation and technical support and training, all in accordance with the SLA. Only MTA or Esperanza trained interventionists may use the Educator license of the Reading Remediation/Dyslexia Intervention product. Platform Subscriptions are provided for the Pilot Term only. Platform 1 Educator license is granted free of charge per 10 Student licenses, per product.
 - b. **Annual Onboarding Support** means guidelines, instructional materials, coordination and consultative support regarding best practices for Clever/Classlink setup, Educator and Student onboarding, licensure assignment, caseloads setup, and school management.
3. Billing and Payment:
 - a. Services are billed in advance.
 - b. Billing is according to the quantities detailed in the Order Form for each type of Services, or if higher, according to the actual number served during the applicable period.
 - c. Payment terms for all Services are Net 30. Delayed payment shall incur a default charge of 1.5% per month, or the maximum legal interest rate, whichever is lower.
 - d. Payment to be made by check payable to Amplio Learning Technologies Inc. or via wire transfer to the following bank account: Bank Name: Bank of America, Account No. 446053156183, Routing Number: 052001633
 - e. The prices and fees listed in the Order Form are exclusive of all taxes and Amplio shall have no liability for any taxes other than taxes on Amplio's net income. If applicable, a copy of your Sales Tax Exemption Certificate must be returned with this Order Form.
4. Grant Program: The pilot permits Entity to evaluate Amplio's Platform. Entity agrees to provide Amplio feedback (including surveys, questionnaires, etc.) through its End Users using the Platform, as reasonably requested by Amplio.
5. Entity may terminate this Order Form by giving Amplio 30 days prior written notice, provided however that Entity shall remain liable for all payments for the remainder of the Term and Entity shall not be entitled to any refund or credit for any unused term.
6. The following sections from Amplio's Terms and Conditions, shall apply also to all Services, with the necessary changes and modifications: End User Responsibility, Right to Use, Ownership and Intellectual Property Rights, Confidentiality, Information Security and Privacy Protection, Export Compliance and Anti-Corruption, Term and Termination, Disclaimer, Warranties and Limitations on Liability, Indemnity and Miscellaneous.

Accepted and Agreed. Each of Amplio and Entity have executed this Order Form by their duly authorized representative.

Broken Arrow Public Schools

Signature

Date

Printed name

Amplio

DocuSigned by:
Andrew Merideth
D5DC486F883B4FD...

11/20/2023

Signature

Date

Andrew Merideth

Printed name