

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 04/15/2024

Contract/Agreement Vendor: Brightly Software - Maureen Woloszczuk

Name of Vendor & Contact Person

Maureen.Woloszczuk@brightlysoftware.com

Vendor Email Address

Renewal of Asset Essentials Core Software with Brightly Software, Inc.
 Service Terms: 12 months (7/1/2024 - 6/30/2025)

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.

Renewal/District

Reason/Audience to benefit

04/15/2024

BOE Date

\$ 24,762.94

Amount of agreement

Person Submitting Contract/Agreement for Review: James Butler

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: *James Butler*

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: *[Signature]*

Cabinet Team Member: *[Signature]*

Funding Source: Building Fund
Fund/Project

041-2620-438-000-0000-041
OCAS Coding

Consent

Action

Renewal of Asset Essentials Core Software with Brightly Software, Inc. and includes Maintenance of the software and support
 Service Terms: 12 months (7/1/2024 - 6/30/2025)

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.



PREPARED FOR

Broken Arrow Public Schools ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

March 11, 2024



Q-400451

March 11, 2024
Broken Arrow Public Schools

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Broken Arrow Public Schools:

Subscription Term: 12 months (07/01/2024 - 06/30/2025)

Cloud Services			
Item	Start Date	End Date	Investment
Asset Essentials Core	7/1/2024	6/30/2025	\$24,762.94
		Annual Renewal:	\$24,762.94 USD

*Your Omnia Partners (formerly National IPA, formerly TCPN) discount has been applied.



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.

- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.

- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-400451 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-400451

March 11, 2024, 7:49:12 PM

Accepted by:

Printed Name

Signed Name

Title

Date