

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/19/2022

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.

<input style="width: 95%;" type="text" value="Teachers"/>	
Reason/Audience to benefit	
<input style="width: 40%; text-align: center;" type="text" value="11/07/22"/>	<input style="width: 40%; text-align: center;" type="text" value="\$ 5,468.00"/>
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:

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Cabinet Team Member:

Funding Source:

Fund/Project

OCAS Coding

Seidlitz Education will provide in-person PD and PD materials for secondary Science teachers on January 25th on strategies for Teaching Science to ELLs.

- Consent**

- Action**

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.



MEMORANDUM

To: Chuck Perry
From: Jean Brassfield
Date: November 7, 2022
Re: Seidlitz Education Professional Development for teaching Science to ELLs

SUBJECT

Accept and approve the NEW AGREEMENT between Broken Arrow Public Schools and Seidlitz Education to provide in-person professional development for secondary science teachers on Teaching Science to ELLs. The total cost to the district is \$5,468.00 to be paid for using Federal funds. – J. Brassfield

SUMMARY

Seidlitz Education provides research-based consultations, trainings, coaching, and products with innovative educational tools that focus on ways we can help develop language in every classroom. Workshops will provide user-friendly ways to help teachers give students rich background knowledge and the ability to communicate in academic settings, as well as strategies on how to teach core subjects (Science) to ELLs.

ENCLOSURE/ATTACHMENTS

Agreement

FUNDING

Federal Funds

RECOMMENDATION

Approve



October 17, 2022

Broken Arrow Public Schools
Attn: Jennifer Ochwo

SERVICE CONTRACT

1. This Service Contract is made and entered into by and between Seidlitz Education and **Broken Arrow Public Schools**.
2. Relationship – **Natalia Heckman** is conducting business as an employee or independent contractor on behalf of the corporation Seidlitz Education for **Broken Arrow Public Schools**.
3. Services: Seidlitz Education agrees to present an **IN PERSON** workshop on the following:

Topic: Teaching Science to English Learners
Date: January 24, 2023
Time: 8:30am to 3:30pm
4. Audio Visual/Set Up: **Broken Arrow Public Schools** to provide the following items for the speaker: In focus projector, wireless microphone, and speakers. Set Up: Tables to be set in rounds. **Broken Arrow Public Schools** to provide the following items for each participant: index cards, post-it notes, pens, highlighters, and blank paper. If these items are unavailable please notify Kathy Belanger @ 210.315.7119
5. Seidlitz Education is not required to provide an ASL interpreter or other interpretive services as part of this service contract. Such services, if necessary, shall be provided by the School District. This applies to both in person services or virtual services.
6. This service contract must be signed by **November 16, 2022** to hold the date of service. If the contract is not signed by **November 16, 2022** it becomes null and void.
7. Cancellation: If **Broken Arrow Public Schools** cancels within 60 days prior to the training date, **Broken Arrow Public Schools** will be subject to a \$500.00 cancellation fee. The cancellation fee will be waived if **Broken Arrow Public Schools** reschedules within 90 days of the scheduled training date(s). All cancellations must be submitted in writing.
8. Compensation: For performance of the services described above, satisfactory to **Broken Arrow Public Schools**, **Broken Arrow Public Schools** agrees to pay Seidlitz Education located at 56 Via Regalo – San Clemente, CA 92673, a fixed fee based on the following:

Training =	\$4,000.00 per day.
Materials =	\$1,347.00 for 60 Teaching Science to English Learners
Shipping and Handling =	\$121.00
Total =	\$5,468.00 (PO to be received on or before December 14, 2022)

Broken Arrow Public Schools, is in agreement that if a PO is not received on or before December 14, 2022, Seidlitz Education has the right to remove the scheduled date from our calendar. **Broken Arrow Public Schools** will be notified via email and/or phone call of the removal from our schedule and has the opportunity to reschedule based on the availability of our Seidlitz Education trainers.

Contract #L557

Broken Arrow Public Schools agrees that every participant will have a copy of the materials at the training if applicable. Broken Arrow Public Schools agrees not to exceed 60 participants unless otherwise negotiated.

Please note: Seidlitz Education, LLC. believes that to maintain fidelity to the design of the session as well as the content covered, all participants are required to have a book. Not having a copy of the book will hinder not only the attendees ability to fully participate in the learning process, but also opportunities to experience and reflect on strategies to implement for student success.

- 9. **Governing law:** It is understood and agreed that this Contract shall be governed by, construed and enforced in accordance with, and subject to, the laws of the governing venue.

Dispute Resolution. Claims and other disputes arising out of or related to the Service Contract shall be resolved exclusively and the parties agree to jurisdiction and the governing law and venue unless otherwise prohibited by law.

In addition, Seidlitz Education is in accordance with the following Texas government codes:

- a. Per Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a "company" without "written verification" in the contract that the contracting vendor does not and will not boycott Israel during the term of the contract.
- b. Per Chapter 2252, Subchapter F of the Texas Government Code F, prohibits Texas Independent School Districts from contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller. This list is available on the State Comptroller's Office.

- 10. All materials are copyrighted. Written permission is needed to copy any part of Seidlitz Education materials.

- 11. **Severability.** If any part of the Agreement shall be deemed by any law, arbitrator, court, or governmental or regulatory authority of competent jurisdiction, to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such part, and the remainder shall be enforced to the fullest extent permitted by law.

- 12. **Construction.** The Parties agree that all terms of the Agreement have been freely negotiated by experienced, knowledgeable and consenting business persons and that each has been given sufficient opportunity to review and negotiate such terms and obtain advice of independent legal counsel. Accordingly, the Agreement shall not be construed for or against either Seidlitz Education or School District, but shall be enforced in accordance with its plain meaning as negotiated and stated in the Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date and year set forth below:

Signature: 
John Seidlitz / CEO, Seidlitz Education

Acceptance of Contract

Broken Arrow Public Schools, accepts the above contract and the terms and conditions of items 1-12, thereof and will fulfill the payment listed above.

Name: 

Signature: 

Title:  Date: 

Training Location Address: 

Contract #L557

City, State, Zip Code

[Redacted]

Texas County:

[Redacted]

Contact Phone number

[Redacted]

Contact Cell # (emergency only)

[Redacted]