

BROKEN ARROW PUBLIC SCHOOLS

Educating Today

Leading Tomorrow



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 7.12.21

Contract/Agreement Vendor: Defined Learning
Name of Vendor: Phillip Mikula
Contact Person: Phillip Mikula
Address:
City:
State:
Zip:
Email address: phillip_mikula@definedlearning.com
Date of services:

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9 And Vendor Registration

Person Submitting Contract/Agreement for Review: Sharon James ESC
Name Site

Reason for Review: (New Agreement, Renewal...): Renewal

Audience/Group to benefit from Contract/Agreement:

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal and Director or Administrator: [Signature]

Does this Contract/Agreement utilize technology? No [checked] Yes
Has it been reviewed by the Chief Technology Officer? No [checked] Yes

If yes, Approved by: (Signature) Technology /Approval

Leadership Team Member: Signature

Funding Source: Description OCAS Coding

Process: PLEASE FOLLOW ALL STEPS

- 1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on Date of Board Meeting"
5. Attach this form with Contract/Agreement and Board Memo
6. The appropriate Leadership Team Member will review and submit to the Contract Committee
7. Keep copy for your records

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 8:30a.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 Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM

To: Dr. Janet Vinson
From: Karla Dyess
Date 7.12.21
Re: Defined Learning

SUBJECT

Accept and approve the MOU between Defined Learning and Broken Arrow Public Schools. S. James

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

The purpose of this MOU is to state the intentions of the parties in undertaking a collaboration in the research and development of our existing program with Defined Learning.

FUNDING

NA

RECOMMENDATION

Approve

MEMORANDUM OF UNDERSTANDING

between

Broken Arrow Public School District
701 South Main St, Broken Arrow, OK 74012
(BAPS)

AND

Defined Learning
900 Skokie Blvd, Suite 100, Northbrook, IL 60062

on

Research and Evaluation of Defined Careers

This Memorandum of Understanding (MOU) is made between Defined Learning (“Institution”), the service provider of Defined Careers located in Northbrook, IL, and the Broken Arrow School District (BAPS) located in Broken Arrow, OK. Defined Learning and Broken Arrow are each a “Party” and together are referred to as the “Parties”.

Purpose

The purpose of this MOU is to state the intentions of the parties in undertaking a collaboration in the research and development of [research areas]. The Parties have common scientific and research interests and will cooperate in performing the activities stated below.

Types of Cooperative Activities

The scope of collaboration on research activities to be pursued through this MOU includes the following [*select those that apply*]:

1. Research collaboration in the areas of mutual interest.
2. Exchange of data regarding school district and students.
3. Cooperative meetings with Defined Learning and District personnel.

Specific Research Activities

Activity I: Preplanning meeting with key district advocates

Activity 2: District planning meeting

Activity 3: Data gathering

Activity 4: Annual reporting (Three-year study with a report at year-end).

Funding

Defined Learning is funding 100% of the study with third party researcher Oliver Cummings of Insight to Grow.

MOU is Non-binding

This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. Nothing in this MOU is intended to create a legal partnership or joint venture or is intended to create any new academic programs.

Formal Agreement

The Parties' intentions expressed in this MOU will be the subject of a future definitive agreement, which will contain detailed provisions stating the Parties' rights and obligations including:

- a. Detailed statement of work
- b. Milestones and schedule for deliverables
- c. Exchange of materials, and data
- d. Disclosure of confidential information
- e. Compliance with laws and regulations, regarding data transfer and student privacy
- f. Roles and responsibility in administering and managing the project.

Publicity and Use of Names and Trademarks

Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party.

General Terms

1. This MOU is effective from the date when both parties have signed it ("Effective Date").
2. This MOU shall remain in force for a period of five (3) full school years from the Effective Date. Either Party may terminate the MOU by providing at 60 days' advance written notice to the other Party. Termination or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.
3. The MOU may be amended or extended by mutual consent in writing signed by authorized representatives of the Parties.

4. Each party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
5. This MOU may be executed in counterparts, which taken together will constitute one document.

Notices

Each Party must provide all required notices under this MOU in writing to the addresses set forth below or such other addresses designated by the receiving Party:

For [Institution]:
 Joel Jacobson
 CEO
 Defined Learning
 900 Skokie Blvd, Suite 100
 Northbrook, IL 60062
 Phone: 847-977-8500
 Email: joel_jacobson@definedlearning.com

For BAPS:
 [Name of contact
 Title
 Unit or Department
 Broken Arrow Public Schools
 Address
 Phone
 Email

Signed for and on behalf of

Broken Arrow Public School District
 by its authorized representative:

 Signature

 Name

 Title

 Date

Defined Learning
 by its authorized representative:

 Signature 

 Name
 Joel Jacobson

 Title
 President & CEO

 Date
 07/06/2021