Contract Committee Review Request Date: 2/26/25 MUST BE COMPLETED IN FULL Phillip Mikula Defined Learning Contract/Agreement Vendor: Name of Vendor & Contact Person phillip\_mikula@definedlearning.com Vendor Email Address User Licenses 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. ICAP Reason/Audience to benefit \$ 0.00 3/10/25 BOE Date mount of agreement Person Submitting Contract/Agreement for Review: Sharon James PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK Principal &/or Director or Administrator Does this Contract/Agreement utilize technology If yes, Technology Admin: Cabinet Team Member: Funding Source: 37/102 OCAS Coding Fund/Project Approve and Accept the RENEWAL of the agreement between Broken Arrow Public Schools and Defined Learning who provides the Defined Careers program for ICAP. This is a 3 year agreement. This being year 2 of 3. No additional cost to the district. -S Consent James Action

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.

This area must be complete with full explanation of contract

Summary



# BROKEN ARROW PS- Defined Careers 3-Year Extension

BROKEN ARROW PUBLIC SCHOOLS 701 SOUTH MAIN STREET BROKEN ARROW, OK 74012

UNITED STATES

Sharon James

sjames@baschools.org 9186710596 Reference: 20231002-084737399

Quote created: October 2, 2023

Quote expires: December 15, 2023

Quote created by: Brannan Kenny

Vice President of Partnerships

brannan\_kenny@definedlearning.com

Comments from Brannan Kenny

#### **Products & Services**

Item & Description	Quantity	Unit Price	Total
DC - License (rnwl) 3456R - DC - License (rnwl)	11,064	\$21.00 / 3 years	\$132,768.00 / 3 years after S99,576 00 discount for 3 years
Impl. and Sup. Package 1250 - Impl and Sup Package	11	\$360.00 / 3 years	\$0.00 / 3 years after \$3,960 00 discount for 3 years

Per three years subtotal

\$132,768,00

1 \$132,768.00

Total

#### Purchase terms

# Defined Title Access ("Agreement")

Between Defined, LLC. ("Defined") and Subscriber.

Defined grants Title Access to the Subscriber, educators, administrators, students, and households that are enrolled in the licensed schools (collectively, "Users") a limited, non-exclusive, non-transferable license to access Defined products via the website currently at <a href="https://www.definedlearning.com">www.definedlearning.com</a> or by any other means on which the parties may agree, and to use Defined products as set forth in the Terms of Use located at <a href="https://www.definedlearning.com/terms">https://www.definedlearning.com/terms</a>.

The community shall be granted a license from the date of the signed agreement, for the duration as described in the option(s).

- 1. All other terms and conditions governing this license shall be as set forth in the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.
- 2. The term of the Defined license starts on July 1, 2024 and extends through June 30, 2027.
- 3. The pricing terms are based upon Payment Terms for the total amount due 15 days from the date of invoice (NET 15).
- 4. Individuals that are signatory to this Agreement state they have the authority to bind their organization to this agreement.
- 5. If Products & Services purchased include Micro-Credentials, Subscriber will have access to the Micro-Credential portal for the duration of the term listed above.
- 6. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

# Signature

Signature

Signature

Steve Allen

Printed name

Dresidant

12.4.2023

Countersignature

Countersignature

Andrew Schaefer

Printed name

11-14-2023

Date

### Questions? Contact me



Brannan Kenny
Vice President of Partnerships
brannan\_kenny@definedlearning.com

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