

BROKEN ARROW PUBLIC SCHOOLS

Educating Today



Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 11/1/2023

Contract/Agreement Vendor:

Defined Learning	Phillip Mikula
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
12/4/2023
BOE Date
\$ 132,768.00
Amount 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:

Sharon James

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Yes

Cabinet Team Member:

Barb Dyes

Funding Source:

37/102

Fund/Project

OCAS Coding

☒ Consent

☐ Action

This quote is to protect and lock in our pricing for our 3 year contract extension. This quote will not be paid until after July 1 for the 2024-2025 school year. It will cost the district \$132,768.00 and will be paid for using bond funds. S. James

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 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 \$99,576.00 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 after \$103,536.00 discount
Total			\$132,768.00

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 www.definedlearning.com 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 <https://www.definedlearning.com/terms>.

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.

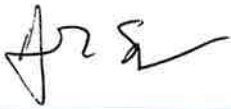
Signature

Signature

Date

Printed name

Countersignature



Countersignature

11-14-2023

Date

Andrew Schaefer

Printed name

Questions? Contact me



Brannan Kenny
Vice President of Partnerships
brannan_kenny@definedlearning.com

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