



This contractual agreement is entered in to between the State of Oklahoma *ex rel*, Oklahoma State Department of Education, 2500 N. Lincoln Boulevard, Oklahoma City, OK 73105, (hereafter "OSDE") and **Broken Arrow Public Schools**, (hereafter "Vendor"), whose mailing address and contact information for the purpose of this contract is: 301 W New Orleans St, Broken Arrow, OK 74011.

1. PURPOSE

- 1.1.** The purpose of this contract is: to work with Vendor to provide professional development and support in implementing science curricular units in a classroom during the 2021-2022 school year. This contract establishes a process for the Vendor to support participating teachers with attending required professional development sessions, implementing science curricular units, and providing feedback through surveys and interviews during the implementation year.

The Oklahoma State Department of Education will secure space for meetings, provide supplies for implementing the science curricular units and assist in planning professional development sessions to be provided to selected teachers.

- 1.2.** To fulfill the purpose of this contract, Vendor hereby offers and agrees to perform and/or provide the following goods and/or services to OSDE: outlined in **Attachment A Timeline for Deliverables.**

SCOPE AND SEQUENCE OF WORK

1.2.1 Participating teachers will attend virtual professional development sessions during Summer 2021 (dates outlined in Attachment A).

1.2.2 Participating districts will provide substitutes, if needed, so participating teachers can attend virtual professional development in the Fall and/or Winter.

1.2.3 Participating teachers will attend four, 1-hour after school, virtual check-in meetings (two each semester).

1.2.4 Participating teachers will implement science curricular units and provide feedback through interviews and surveys throughout the entirety of the pilot year.

- 1.3.** The OSDE **will not** share student data with the Vendor for performance of this agreement.

2. PAYMENT TERMS & CONTRACT DURATION

In consideration of satisfactory performance of this contract, the OSDE agrees to pay Vendor a total amount of \$ **0.0** (zero dollars) (includes travel expenses) payable in arrears as outlined in **Attachment B Budget**. It is further agreed by both parties that this Agreement shall be in effect from the date of award and ending **May 31, 2022.**

3. INVOICING AND PAYMENT

Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered

SDE REQ #: _____

OKLAHOMA STATE DEPARTMENT OF EDUCATION CONTRACT

or services provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

Invoices shall be submitted to the Oklahoma State Department of Education, 2500 N. Lincoln Boulevard, Suite 415, Oklahoma City, OK 73105-4999 or by e-mail to SDEAccountsPayable@sde.ok.gov.

Invoice remittance shall in every case possible be paid by Electronic Fund Transfer (EFT). Title 62 O.S. §34.64(H) requires that payments from the State Treasury shall be conveyed solely through an electronic payment mechanism. New Vendors doing business with the OSDE for the first time must contact the Office of Management and Enterprise Services at Vendor.EFT@omes.ok.gov to make arrangements to receive payment electronically.

3.1. Standard Payment Terms: Net – 45 (62 O.S. §34.71).

3.2. Early Payment Discount: Additional terms shall be no less than 10 days increasing in 5 day increments up to 30 days. Supplier will provide a discount of 0 percent for Net 10, a discount of 0 percent for Net 15, a discount of 0 percent for Net 20, a discount of 0 percent for Net 25, and a discount of 0 percent for Net 30. The date from which discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

4. TAX EXEMPTION

State agency acquisitions are exempt from state sales and federal excise taxes.

5. AUDIT AND RECORDS CLAUSE

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the Vendor agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The Vendor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

6. CONTRACTS OPEN TO PUBLIC DISCLOSURE

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information Vendor submits as part of or in connection with a contract are public records and subject to disclosure. Vendors claiming any portion of their contract as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Superintendent of OSDE shall make the final decision as to whether the documentation or information is confidential.

OKLAHOMA STATE DEPARTMENT OF EDUCATION CONTRACT

7. ENTIRE AGREEMENT

This instrument contains the full understanding and agreement of the parties as to the subject matter hereof and may not be altered or amended except by written agreement signed by the parties. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.

Either party may initiate a request to amend this agreement. Request for any amendment must be made in good faith and in compliance with Applicable Law. All such amendments shall be in writing, dated, signed by the Parties and identified as an amendment.

8. CONTRACT MODIFICATION

Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the OSDE in writing, or made unilaterally by the Vendor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Vendor shall not be entitled to any claim under this Contract based on those changes.

9. NON-APPROPRIATION CLAUSE

The terms of any Contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the purchase order or any other Contract document, the OSDE may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The decision of the OSDE as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final and binding.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma. Any dispute or controversy arising under or in relation to this Agreement shall be litigated exclusively in a court of competent jurisdiction in the State of Oklahoma. The state and federal courts and authorities with jurisdiction in the State of Oklahoma shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement.

11. CHOICE OF VENUE

The venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

12. TERMINATION FOR CAUSE

The Vendor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the OSDE. The OSDE may terminate the Contract for default or any other just cause upon a 30-day written notification to the Vendor.

The OSDE may terminate the Contract immediately, without a 30-day written notice to the Vendor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the OSDE determines that an administrative error occurred prior to Contract performance.

OKLAHOMA STATE DEPARTMENT OF EDUCATION CONTRACT

If the Contract is terminated, the OSDE shall be liable only for payment for products and/or services delivered and accepted.

13. TERMINATION FOR CONVENIENCE

The OSDE may terminate the Contract, in whole or in part, for convenience only if the OSDE determines that termination is in the State's best interest. The OSDE shall terminate the Contract for convenience by delivering to the Vendor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the OSDE.

If the Contract is terminated, the OSDE shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Vendor.

14. COUNTING OF DAYS

Except where otherwise specifically provided, any reference in this Agreement to a period of "days" means calendar days, not business days.

15. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. CAPTIONS

The captions of the paragraphs of this Agreement are for convenience only and shall be disregarded in construing the terms of this Agreement.

17. INSURANCE

The Vendor shall obtain and retain insurance, including worker's compensation, automobile insurance and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. Vendor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the OSDE with evidence of such insurance and renewals.

18. TRAVEL EXPENSES

In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the Vendor in performance of the Contract shall be included in the total bid price/contract amount.

19. EMPLOYMENT RELATIONSHIP

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the OSDE. The Vendor's employees shall not be considered employees of the OSDE for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees. Furthermore, Vendor agrees and understands that this Contract shall not interfere with and does not supersede any employment Vendor currently has or may have with an Oklahoma public school such that the services performed under this

OKLAHOMA STATE DEPARTMENT OF EDUCATION CONTRACT

Contract are to be performed outside of any duties or functions required under such an employment agreement with an Oklahoma public school.

20. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007

The Vendor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBLE MATTERS

The Vendor certifies to the best of their knowledge and belief, that they and their principals, and any subcontractors: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses aforementioned in this section; and Have not within a three-year period preceding this contract had one or more public (Federal, State or local) contracts terminated for cause or default.

If the Vendor is unable to certify to any of the statements in this certification, the Vendor must attach an explanation of such circumstances under separate cover with reference to this contract.

22. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the Vendor shall maintain all applicable licenses and permit requirements.

23. UNAUTHORIZED OBLIGATIONS

At no time during the performance of this contract shall the Vendor have the authority to obligate the OSDE for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, Vendor shall cease the project and contact OSDE for approval prior to proceeding.

24. ASSIGNMENT

Vendor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the OSDE.

25. EQUAL OPPORTUNITY AND DISCRIMINATION

The Vendor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The Vendor assures compliance with the Americans with Disabilities

OKLAHOMA STATE DEPARTMENT OF EDUCATION CONTRACT

Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

26. LOBBYING

The Vendor certifies they are in compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

27. ENVIRONMENTAL PROTECTION

If the payments under the contract are expected to exceed \$100,000.00, then Vendor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

28. DRUG-FREE WORKPLACE

The Vendor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

29. FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), strikes or labor disputes, embargoes, government orders, epidemics, pandemics or other similar events beyond the reasonable control of the party. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.

If an event of Force Majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies:

- A. to terminate this agreement in whole or in part; or
- B. to suspend the Agreement, in whole or part, for the duration of the Force Majeure circumstances.

The party experiencing the Force Majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party.

30. SUPPLIER CONTRACT CERTIFICATION

The supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

OKLAHOMA STATE DEPARTMENT OF EDUCATION CONTRACT

If this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract

31. NON-COLLUSION CERTIFICATION

Any competitive bid submitted to this state or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount shall contain a certification, dated and in substantially the following form:

A. I certify:

1. I am the duly authorized agent of **Broken Arrow Public Schools**, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of this contract to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such contract; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

32. EXECUTION BY COUNTERPARTS

This agreement may be executed in any number of counterparts by facsimile, electronic, scanned or digital signature and when executed so it shall be deemed an original signature.

The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving

OKLAHOMA STATE DEPARTMENT OF EDUCATION CONTRACT

party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS THEREOF, the parties through their duly authorized representatives have accepted the terms of this agreement.

Broken Arrow Public Schools
301 W New Orleans St
Broken Arrow, OK 74011

Date: _____

Authorized Vendor Signature

Oklahoma State Department of Education
2500 N Lincoln Blvd
Oklahoma City OK 73105

Date: _____
Certified this date

Joy Hofmeister
State Superintendent of Public Instruction

Revised: 11/18/2020

OKLAHOMA STATE DEPARTMENT OF EDUCATION CONTRACT

Attachment A Timeline for Deliverables

Scope and Sequence of Work:

- Participating teachers will attend virtual professional development sessions during Summer 2021.
- Participating districts will provide substitutes, if needed, so participating teachers can attend virtual professional development in the Fall and/or Winter.
- Participating teachers will attend four, 1-hour after school, virtual check-in meetings (two each semester).
- Participating teachers will implement science curricular units and provide feedback through interviews and surveys throughout the entirety of the pilot year.

OpenSciEd High School Pilot Sessions for All Participants Overview: Participants attend subject-specific sessions.	
July 19-22, 2021 12:00-4:00 pm	Summer Session for All Participating Pilot Teachers <ul style="list-style-type: none"> • Professional development on biology, chemistry, and physics curricular units
Fall 2021 (TBD) Friday-Saturday	Fall Professional Development Sessions (Biology Only) <ul style="list-style-type: none"> • Substitutes needed for one school day (Friday) • Professional development on a biology curricular unit
Fall 2021 (TBD) After Contract Hours	Virtual Check-In Meetings 1-2 <ul style="list-style-type: none"> • Support for implementing biology, chemistry, and physics curricular units
Winter 2022 (TBD) Friday-Saturday	Professional Development Session for All Participating Pilot Teachers <ul style="list-style-type: none"> • Substitutes needed for one school day (Friday) • Professional development on biology, chemistry, and physics curricular units
Winter 2021 (TBD) After Contract Hours	Virtual Check-In Meetings 3-4 <ul style="list-style-type: none"> • Support for implementing biology, chemistry, and physics curricular units

OKLAHOMA STATE DEPARTMENT OF EDUCATION CONTRACT

Attachment B Budget

Contractual Services: To work with Vendor to provide professional development and support in implementing science curricular units in a classroom during the 2021-2022 school year. This contract establishes a process for the Vendor to support participating teachers with attending required professional development sessions, implementing science curricular units, and providing feedback through surveys and interviews during the implementation year.

Deliverables	Payment Amount
Participating teachers will attend, plan, and/or facilitate virtual professional development sessions during Summer 2021 (dates outlined in Attachment A).	\$0.0
Participating districts will provide substitutes, if needed, so participating teachers can attend and/or facilitate virtual professional development in the Fall and/or Winter.	\$0.0
Participating teachers will attend, plan, and/or facilitate four, 1-hour after school, virtual check-in meetings (two each semester).	\$0.0
Participating teachers will implement science curricular units and provide feedback through interviews and surveys throughout the entirety of the pilot year.	\$0.0
Total:	\$0.0