

BROKEN ARROW PUBLIC SCHOOLS

Educating Today Leading Tomorrow



Contract Committee Review Request

MUST BE COMPLETED IN FULL

Date: 3/9/2022

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.*

Reason/Audience to benefit

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:

Funding Source:  Fund/Project  OCAS Coding

Consent

Action

Review and approve the Education Partnership Agreement between BAPS and USAF for the donation of a printer for the JROTC program

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.

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Leadership Team Member:

Funding Source:

Fund/Project OCAS Coding

**Consent**

**Action**

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# **UNITED STATES AIR FORCE**

## **EDUCATION PARTNERSHIP AGREEMENT**

**(EPA)**

*between*

**AIR EDUCATION AND TRAINING COMMAND TRANSFORMATIONAL  
EDUCATION AND TRAINING APPLICATIONS (ATETA)**

*and*

**HIGH SCHOOLS WITH JROTC PROGRAMS**

**FOR THE DONATION OF EQUIPMENT**

## **Donation of Equipment to Educational Institution**

This Limited Purpose Educational Partnership Agreement (“*Agreement*”) for the donation of equipment is entered into between the United States Air Force, as represented by Air Education and Training Command Transformational Education and Training Applications (ATETA) (“*Air Force Activity*”) and Broken Arrow High School (“*Educational Institution*”) under the authority of 10 U.S.C. § 2194, *Education Partnerships*, and 15 U.S.C. § 3710(i), *Utilization of Federal Technology—Research Equipment*; and implemented in accordance with Air Force Policy Directive 61-1, *Management of the Science and Technology Enterprise* (5 February 2021) and Air Force Instruction 61-301, *The Domestic Technology Transfer Process and the Offices of Research and Technology Applications Cooperative Research and Development Agreements* (16 September 2019).

WHEREAS the Director of *Air Force Activity* has determined the computer or other scientific equipment listed at Appendix A (“*Equipment*”) to be: (1) the type of equipment commonly used by educational institutions; (2) surplus to the needs of the laboratory; and (3) appropriate for support of this *Agreement*; and

WHEREAS this *Agreement* is entered into for the purpose of encouraging and enhancing the study in scientific disciplines and for the conduct of technical and scientific education and research activities, through the transfer of *Equipment*. No further activity or other collaboration is anticipated or authorized under this *Agreement*.

### **ARTICLE 1. Transfer and Use of *Equipment*.**

**1.1.** The *Educational Institution* is responsible for all costs associated with the shipment, transportation, and delivery of *Equipment* between *Air Force Activity* and *Educational Institution*.

**1.2.** The *Equipment* will be used to encourage and enhance the study of science, technology, engineering and mathematics (STEM) subject matter during the term of this agreement.

**1.3.** The title of *Equipment* shall transfer to *Educational Institution* on the final day of this *Agreement* as specified in Article 5, unless otherwise terminated by either party in accordance with Article 3.

**1.4.** The *Educational Institution* has the right to refuse to accept any *Equipment* and to return any *Equipment* at any time during this *Agreement* at its own expense.

**1.5.** The *Air Force Activity* agrees to notify *Educational Institution*, prior to transferring any *Equipment* to *Educational Institution*, of any *Equipment* listed in Appendix A that is known to *Air Force Activity* to be subject to any export restrictions. The *Educational Institution* understands that if it accepts such *Equipment*, it must comply with all laws and regulations applicable to the export control of such *Equipment*.

### **ARTICLE 2. Liability and Indemnification.**

**2.1. ALL EQUIPMENT IS PROVIDED AS IS.** The *Air Force Activity* makes no representation or warranty whatsoever, express or implied, with regard to *Equipment*, including fitness for any particular or intended purpose or for the accuracy of the description of *Equipment*

in Appendix A.

**2.2.** The *Educational Institution* assumes all responsibility for *Equipment* during the term of this *Agreement*. The *Educational Institution* further assumes all risk associated with *Equipment* and shall hold *Air Force Activity* harmless for all liabilities, claims, demands, damages, expenses, and losses of any kind arising out of the performance by *Educational Institution*, or other entity acting on behalf of or under the authorization of *Educational Institution*, under this *Agreement*.

### **ARTICLE 3. Early Termination.**

**3.1.** The *Educational Institution* and *Air Force Activity* may terminate this *Agreement* by mutual consent at any time and for any reason or for no reason at all. The *Air Force Activity* reserves the right to unilaterally terminate this *Agreement* if *Educational Institution* improperly uses *Equipment* by using it for any purpose other than to encourage and enhance the study of scientific disciplines.

**3.2.** Upon notice of mutual or unilateral termination, *Educational Institution* shall, at its own expense, return *Equipment* to *Air Force Activity* within thirty (30) days of such notice of termination.

### **ARTICLE 4. General Contractual Provisions.**

**4.1. Governing Laws.** The parties agree that the laws of the United States of America as applied by the Federal Courts shall govern this agreement for all purposes.

**4.2. Entire Agreement.** This *Agreement* constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous understanding, whether written or oral, relative to said matter.

**ARTICLE 5. Term of Agreement.** This *Agreement* shall be effective for a period of one (1) year from the date signed by the authorized *Air Force Activity* official after having been signed by the authorized *Educational Institution* official.

This *Education Partnership Agreement* is hereby entered into by:

***Educational Institution***

***Air Force Activity***

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Derek Blackburn  
Director of Student Services  
dblackburn@baschools.org  
701 S Main St, Broken Arrow OK

WEGNER.THOMAS.F. Digitally signed by  
1149125147 WEGNER.THOMAS.F.1149125147  
Date: 2022.02.14 21:00:15 -06'00'

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Thomas Wegner, Col, USAF  
A9 and ATETA Laboratory Director  
Thomas.Wegner@us.af.mil  
100 H Street, Randolph AFB, TX 78150

Date Signed: \_\_\_\_\_

Date Signed: 14 Feb 22

## **APPENDIX A**

Equipment for this donation is detailed on the attached Custodian Inventory Report.

Report No.: WPHRR0102R

REPORT: WPHRR0102R  
SITE ID: FF-GEIT

DEFENSE PROPERTY ACCOUNTABILITY SYSTEM  
CUSTODIAN INVENTORY REPORT  
ASSET ID SEQUENCE  
SUBS INCLUDED

DATE: 11/17/2021 TIME: 15:49  
PAGE: 1

ACTBL UIC: FU3037 MONTGOMERY  
UIC: FFQF30 HOLM CENTER FOR OFFICER & CITIZEN DEVELOPMENT  
CUSTODIAN NBR: JOKG MSGT BRIAN HOWELL  
OFFICE NAME: OK 20151 AFJROTC PHONE NBR: 605-863-1173

INV NBR: 21321FFQF300052  
SCHED CMPLTN DT: 12/7/2021

ASST ID LOC	STOCK NBR	SERIAL NBR	LOT NBR	ITEM DESC	QTY	ACQ COST
33767313	7025DSINKJETP	JPBDS10587		PRINTER	1	\$512.00
VOCATIONAL BUILDING	R 105		K	G	N/A	A
MAXWELL AFB	STAFF		EI	N	02/09/2021	N/A
HEWLETT PACKARD	F2A69A			HP LASERJET M506DN	NO	
					2017	

TOTAL QTY: 1

TOTAL DOLLAR AMT: \$512.00



I ACKNOWLEDGE RESPONSIBILITY FOR ALL  
PROPERTY ON THE CUSTODY RECEIPT AND  
HAVE PERFORMED A FULL INVENTORY  
CUSTODIAN SIGNATURE



I CERTIFY THAT I OR MY DESIGNATED REPRESENTATIVE  
HAVE PERFORMED INVENTORY OF ALL PROPERTY  
ON CUSTODY RECEIPT FOR CUSTODIAN ACCOUNT  
AND ALL BALANCES AS INDICATED ON CUSTODIAN AUTH /  
RECEIPT LIST ARE CORRECT.  
COMMANDER OR DESIGNATED REPRESENTATIVE SIGNATURE

END OF REPORT