

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 10/11/2023

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:

Cabinet Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Building Better Writers and Teaching Math to EL are in-person professional developments that offer ELA/ELAR teachers an insight into the unique needs of multilingual learners to address those needs. The sessions are designed to offer ELA and Math teachers a variety of techniques to enhance their writing instruction for newcomer and long-term language learners.

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.



Seidlitz Education LLC
638 Camino de Los Mares, Suite H130, Box 639
San Clemente, CA 92673
P 210.315.7119 F 949.200.4384

October 11, 2023 (revision #3)

Broken Arrow Public Schools
701 S. Main Street
Broken Arrow, OK 74012

SERVICE CONTRACT

1. This Service Contract is made and entered into by and between Seidlitz Education and **Broken Arrow Public Schools**.
2. Relationship – **Natalia Heckman, M.Ed. and Dr. Jim Ewing** are conducting business as an employees on behalf of the corporation Seidlitz Education for **Broken Arrow Public Schools**.
3. Services: Seidlitz Education agrees to present an **IN PERSON** workshop on the following:

Topic: Building Better Writers
Date: November 27, 2023
Time: 8:30am to 3:30pm
Speaker: Natalia Heckman, M.Ed.

Topic: Teaching Math to ELs
Date: November 28, 2023
Time: 8:30am to 3:30pm
Speaker: Dr. Jim Ewing

4. Audio Visual/Set Up: **Broken Arrow Public Schools** to provide the following items for the speaker: In focus projector, wireless microphone, and speakers. Set Up: Tables to be set in rounds. **Broken Arrow Public Schools** to provide the following items for each participant: index cards, post-it notes, pens, highlighters, and blank paper. If these items are unavailable please notify Kathy Belanger @ 210.315.7119
5. Seidlitz Education is not required to provide an ASL interpreter or other interpretive services as part of this service contract. Such services, if necessary, shall be provided by the School District. This applies to both in person services or virtual services.
6. This service contract must be signed by **November 6, 2023** to hold the date of service. If the contract is not signed by **November 6, 2023** it becomes null and void.
7. Cancellation: If **Broken Arrow Public Schools** cancels within 60 days prior to the training date, **Broken Arrow Public Schools** will be subject to a \$500.00 cancellation fee. The cancellation fee will be waived if **Broken Arrow Public Schools** reschedules within 90 days of the scheduled training date(s). All cancellations must be submitted in writing.

Please note: Broken Arrow Public Schools agrees that if a district consultant agreement/contract is sent for Seidlitz Education, LLC to sign, the above Cancellation policy must be included in the terms of the agreement/contract.

8. Compensation: For performance of the services described above, satisfactory to **Broken Arrow Public Schools**, **Broken Arrow Public Schools** agrees to pay Seidlitz Education located at 638 Camino de Los Mares, Suite H130 * Box 639 – San Clemente, CA 92673, a fixed fee based on the following:

Contract #1600-K

Training =	\$4,000.00 per day.
Materials =	\$808.75 for 25 Building Better Writers
Materilas =	\$561.25 for 25 Teaching Math to ELs
Shipping and Handling =	\$123.00
Total =	\$9,493.00 (PO to be received on or before November 7, 2023)

Broken Arrow Public Schools, is in agreement that if a PO is not received on or before November 7, 2023, Seidlitz Education has the right to remove the scheduled date from our calendar. Broken Arrow Public Schools will be notified via email and/or phone call of the removal from our schedule and has the opportunity to reschedule based on the availability of our Seidlitz Education trainers.

- 9. Broken Arrow Public Schools agrees that every participant will have a copy of the materials at the training if applicable. Broken Arrow Public Schools agrees not to exceed 25 participants per day unless otherwise negotiated.

Please note: Seidlitz Education, LLC. believes that to maintain fidelity to the design of the session as well as the content covered, all participants are required to have a book. Not having a copy of the book will hinder not only the attendees ability to fully participate in the learning process, but also opportunities to experience and reflect on strategies to implement for student success.

- 10. Governing law: It is understood and agreed that this Contract shall be governed by, construed and enforced in accordance with, and subject to, the laws of the governing venue.

Dispute Resolution. Claims and other disputes arising out of or related to the Service Contract shall be resolved exclusively and the parties agree to jurisdiction and the governing law and venue unless otherwise prohibited by law.

In addition, Seidlitz Education is in accordance with the following Texas government codes:

- a. Per Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a “company” without “written verification” in the contract that the contracting vendor does not and will not boycott Israel during the term of the contract.
- b. Per Chapter 2252, Subchapter F of the Texas Government Code F, prohibits Texas Independent School Districts from contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller. This list is available on the State Comptroller’s Office.

- 11. All materials are copyrighted. Written permission is needed to copy any part of Seidlitz Education materials.
- 12. **Severability.** If any part of the Agreement shall be deemed by any law, arbitrator, court, or governmental or regulatory authority of competent jurisdiction, to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such part, and the remainder shall be enforced to the fullest extent permitted by law.
- 13. **Construction.** The Parties agree that all terms of the Agreement have been freely negotiated by experienced, knowledgeable and consenting business persons and that each has been given sufficient opportunity to review and negotiate such terms and obtain advice of independent legal counsel. Accordingly, the Agreement shall not be construed for or against either Seidlitz Education or School District, but shall be enforced in accordance with its plain meaning as negotiated and stated in the Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date and year set forth below:

Signature: 
Mónica Lara, PhD / CEO, Seidlitz Education

Contract #1600-K

Acceptance of Contract

Broken Arrow Public Schools, accepts the above contract and the terms and conditions of items 1-12, thereof and will fulfill the payment listed above.

Name: _____

Signature: _____

Title: _____ Date: _____

Training Location Address: _____

City, State, Zip Code _____

County: _____

Contact Phone number _____ Contact Cell # (emergency only) _____