

BROKEN ARROW PUBLIC SCHOOLS  
 Educating Today R Leading Tomorrow

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 10/13/2023

Contract/Agreement Vendor: Buck Institute for Education dba PBLWorks

Name of Vendor & Contact Person

janet@pblworks.org (Janet Wu)

Vendor Email Address

PBL Works will provide professional development and training

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.

Broken Arrow Vanguard Academy teachers

Reason/Audience to benefit

11/6/2023

BOE Date

\$ 5,150.00

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 *NO*  
 If yes, Technology Admin: \_\_\_\_\_

Cabinet Team Member: *Karl Dyer*

Funding Source: 11/122 2213-359-000-8700-000-780  
Fund/Project OCAS Coding

**Consent**

**Action**

Accept and approve the NEW agreement between Broken Arrow Public Schools and PBL Works. PBL Works will provide professional development services designed to create knowledge and understanding of Project Bases Learning (PBL). The cost to the district is \$5,150.00 and will be paid using general 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.*

SCHOOL & DISTRICT SERVICES

# Services Agreement

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**PBLWorks – Buck Institute for Education**  
**3 Hamilton Landing, Suite 220**  
**Novato, CA 94949**

**Agreement Number: A-4494**  
**Agreement Date: October 6, 2023**

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**ADDRESS INFORMATION**

**Bill to:**  
3000 E. Albany  
Broken Arrow, Oklahoma 74012

**Ship to:**  
3000 E. Albany  
Broken Arrow, Oklahoma 74012

**BILLING INFORMATION**

**Company:** Vanguard Academy - Broken  
Arrow Public Schools  
**Contact Name:** Stacy Replogle  
**Email Address:** sdreplogle@baschools.org

**Phone:** 918-259-4320  
**Fax:**

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**1. Description of Work:**

- a. Buck Institute for Education dba PBLWorks (“PBLWorks”) and Vanguard Academy - Broken Arrow Public Schools (“the Client”) are contracting to work together via this Services Agreement on professional development services designed to create knowledge and understanding of Project Based Learning (“PBL”). Our work together includes the services specified in the Table below. ”). This Agreement is effective as of the date of the last signature below (the “Effective Date”).

Table 1

**SCHOOL & TEACHER SERVICES**

<b>PBLWorks Services</b>	<b>Timeline*</b>	<b>Maximum Participants</b>	<b>Duration</b>	<b>Quantity</b>	<b>Item Cost</b>	<b>Total Cost</b>
Teacher Online Consultancy	November 8, 2023 - May 31, 2024	N/A	0 day	1 20-hour package	\$5,150.00 20-hour package	\$5,150.00
<b>TOTAL SERVICES</b>						<b>\$5,150.00</b>

*\*Time zone to be determined around the Client's local time.*

*These prices are valid for services within the date ranges listed above. Prices are inclusive of facilitator fees, travel and accommodations as they apply, and administrative and other costs.*

- b. The PBLWorks Services Catalog describes the specific services that PBLWorks offers at the time of this Agreement. It is incorporated by reference and considered a part of this Agreement. It can be found at [www.pblworks.org/services-overview](http://www.pblworks.org/services-overview).

This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed:

Initial Here: \_\_\_\_\_

**2. Primary Contacts and Responsibilities.**

- a. The Client agrees to provide an administrative coordinator who will be the primary contact for logistics related to the services as outlined in the Table in 1.
- b. The Client will inform attendees about workshop and follow-up sessions with enough lead time to ensure optimal attendance and impact.
- c. **Responsibilities for On-Site Services**  
For on-site services, the Client will provide meeting space, projector/screens to display the workshop slide-deck, speakers/sound system to project presentation audio/visuals, chart paper, markers, and post-it notes for each service listed.
- d. **Responsibilities for Online Services**
  - 1. For online services, PBLWorks agrees to supply the online conference rooms, the workshop facilitators, and Tier One technical customer support.
  - 2. The Client agrees to provide a roster, with name and current email address for each participant, to PBLWorks a minimum of two weeks before the service commences.
  - 3. The Client will be responsible for ensuring that participants adhere to the attached **Technical Requirements for Online Services**, which serves as a reference to describe the required technology for participants.



### **3. Participation in Services.**

- a. Participation in PBLWorks service offerings is limited to members of the Client's organization, and may not be used by anyone outside the organization without written permission from PBLWorks. Seats in any PBLWorks service are not for resale.
- b. Each service that PBLWorks provides has a maximum number of participants, instructionally designed to be the optimum attendance for quality work. If the participants exceed the maximum number for any service provided, PBLWorks reserves the right to cancel the service. If the presenter is able to accommodate additional participants, the Client may be charged the appropriate fees for additional services provided.

### **4. Intellectual Property.**

- a. PBLWorks has developed a proven and proprietary method to teach PBL using certain protocols, methods, modules, audiovisual, online materials, instructional methodology, framework, and series of PBL steps. ("Intellectual Property"). This Intellectual Property and any related proprietary methodology are embodied in various PBLWorks owned copyrighted works.
- b. To the extent that PBLWorks makes any modifications, alterations, add-ons, versions, updates, or other changes to the Intellectual Property, such modifications, alterations, add-ons, versions, updates or other changes shall constitute derivative works, which shall be considered part of the Intellectual Property defined herein.
- c. PBLWorks reserves and retains all right, title, interest, and goodwill in and to the Intellectual Property, regardless of the form or media in which it may exist. PBLWorks hereby provides a limited, royalty-free, non-exclusive right to the Client to use the Intellectual Property within its organization and in connection with the services outlined in the Table in 1 and Book of Services.
- d. The Client hereby agrees that it will not distribute, film, record, circulate, copy, cause to be copied, or otherwise replicate the Intellectual Property for use other than within the Client's organization in connection with the services outlined in the Table in or as otherwise set forth herein.
- e. The Client shall retain exclusive copyrights to all written material, such as project design blueprints, developed by its participants during professional services events.
- f. To the extent that Client utilizes any trademark owned by PBLWorks in connection with any promotion of any of the services listed in the Table in 1 or described in the Book of Services, PBLWorks hereby grants Client a non-exclusive, royalty-free, limited license to use any PBLWorks trademarks as described in this paragraph. Any and all goodwill associated with the use of said trademarks will inure to the benefit of PBLWorks. PBLWorks trademarks include, but not limited to, PBLWORKS, BUCK INSTITUTE FOR EDUCATION, PBL, PROJECT BASED LEARNING and any and all corresponding designs associated therewith. The Client will not use the proprietary trademarks of PBL Institute and/or PBL World.

### **5. Terms of Payment.**

- a. The Client agrees to pay PBLWorks \$5,150.00 as outlined in the Table in 1.
- b. PBLWorks will submit invoices to the Client within 30 days of the conclusion of each service provided.
- c. The Client will submit payment to PBLWorks within 30 days of the issue date of each invoice.



- d. Services sold in packages will be invoiced at the end of the Timeline indicated in Table 1, or upon exhausting the package hour or session allowance, whichever comes first. Unused hours or sessions are not rolled over.
- e. If the Client requires a purchase order ("PO") for individual services, they agree to deliver it to PBLWorks 30+ days prior to each service start date. A PO received by PBLWorks fewer than 30 days before a service will not be considered "timely".
- f. For services outside of the United States, all international taxes, fees, and charges caused by wire transfer/ACH/check payment shall be borne by the school or district. All payments made to PBLWorks shall be drawn on U.S. funds.

**6. Cancellation of services.**

- a. Cancellation requests must be made in writing and are subject to fees described in Table 2 for each canceled service in order to compensate for costs incurred by PBLWorks.
- b. If the failure of the Client to provide PBLWorks with a timely PO necessitates a cancellation of a service, a cancellation fee will apply to that service.

**7. Rescheduling of services.**

- a. Rescheduling requests must be made in writing and are subject to availability of service providers and also subject to fees described in Table 2 for each canceled service in order to compensate for costs incurred by PBLWorks.
- b. If the failure of the Client to provide PBLWorks with a timely PO necessitates a rescheduling of a service, a rescheduling fee will apply to that service.
- c. If no reschedule date is provided within 30 days of the scheduled service date, the client will be invoiced for the full cancellation fee.
- d. If PBLWorks cancels or fails to deliver a scheduled service, they will not invoice the client until the rescheduled service is delivered. If PBLWorks fails to deliver a service the client can reschedule or cancel without a fee.

**8. Revisions to Services.**

- a. A Revision to Services is when one service is canceled but replaced with one or more alternative services and must be requested in writing. Each revised service is subject to a separate rescheduling/revision fee according to the fee schedule in Table 2.
- b. Any agreed upon change to the services must be in writing and signed by both parties.
- c. The Client understands that PBLWorks prices will increase from time to time. The prices outlined in Table 1 at any given time are specific to the time period of their delivery. Renegotiated service offerings are subject to the price of that service at the time of renegotiation.

Table 2: Changes to Contracted Services		
Notification Period (# of days prior to the confirmed service delivery date)	Rescheduling/Revision Fee (per service) (USD)	Cancellation Fee (per service) (USD)
60+ days	\$0	\$0
30-59 days	\$250	\$2,500

**ATTACHMENT 2**

8-29 days	\$500	\$2,500
1-7 days	\$750	\$2,500
< 24 hours (including, but not limited to, incidents of inclement weather, fire, power failure, or other similar occurrence)	\$1,000 + Full reimbursement of travel expenses will be required.	Full cost of service

**9. Research data, use of images, and use of Client name.**

- a. The Client understands that PBLWorks is a research organization and that the survey data and other observations collected from Client participants may inform research studies. The Client also agrees to provide available information on request (e.g. test scores, available and non-confidential about students) that will help to support PBLWorks's research.
- b. In the course of delivering services, PBLWorks may take pictures or videos of workshop attendees. The Client agrees that PBLWorks may use these images in marketing, promotion or other materials. PBLWorks agrees to request separate permission for use of any images or videos that include students.
- c. The Client agrees that PBLWorks may announce their participation in PBLWorks services on PBLWorks's website, in press releases and in other marketing and promotional materials, and in PBLWorks's research studies and reports.

**10. Termination.**

- a. Either party may terminate this Services Agreement: (i) in the event that either party becomes insolvent, files for bankruptcy or has its assets assigned to a receiver for the benefit of its creditors; and/or (ii) if the other party commits fraudulent or illegal conduct resulting in a material adverse effect on the terminating party.
- b. This Services Agreement shall be binding on the successors, heirs, and assigns of either party.

**11. Governing Jurisdiction.**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law rules. The Client also hereby irrevocably submits to the jurisdiction of the courts of Marin County, California, for any suits or proceedings arising out of or relating to these Terms and Conditions and corresponding Exhibits.

**PURCHASE ORDER INFORMATION**

Is a Purchase Order (PO) required for the purchase or payment of the services on this Agreement?

Please select (Customer to Complete)  
 No



Yes

If yes, and you have this information, please enter it below:

PO Number:

PO Amount:

~~All POs under this Agreement must include the reference number A-4494.~~

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~~XXXXXXXXXX~~

**SIGNATURE BLOCK**

*Bob Lenz*

\_\_\_\_\_  
Bob Lenz  
Chief Executive Officer

October 6, 2023

\_\_\_\_\_  
Date

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**Buck Institute for Education**  
3 Hamilton Landing, Suite 220  
Novato, CA 94949

**Client:**

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title





## Technical Requirements for All Services

Review and share the following tech requirements with participants ahead of the session. Note that *each participant* will need their own device.

- **Computer for Each Participant:** Desktop, laptop, Chromebook, or Surface PRO 4 or newer are ideal. (An iOS or Android tablet will not be sufficient as a primary device.)
  - Speakers (either external or internal) or headphones/earbuds
  - Webcam (either external or internal)
- **Internet Connection**
  - An internet connection – broadband wired or wireless
  - Speed of 3Mbps/3Mbps upload/download (Not sure? Check here.)
- **Operating System**
  - Mac OS 10.10 or newer, Windows 10 or newer, and Chrome OS
- **Web Browser**
  - Chrome, Firefox, Safari, and Microsoft Edge are recommended.
- **Software**
  - Google Docs via a Google-enabled account (Not using Google Docs at your school district? Contact [services@pblworks.org](mailto:services@pblworks.org) for support.)
- **Optional: Printer.** Helpful to print some items during the workshop.

## Additional Requirements for Online Workshops

- Each participant needs the **Zoom Video Conferencing program** (Download for free)
- Please join the online workshop from your own space (such as your classroom or home). Participants should NOT all be in the same room while the National Faculty facilitator joins/facilitates from Zoom. It's important for every individual to be visible on Zoom; to interact with their own Nearpod; and to be able to join different breakout groups (Learning Circle, Project Team, Random Pairs or Trios, Feedback Teams) throughout the workshop.

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