

BROKEN ARROW  PUBLIC SCHOOLS
 Educating Today Leading Tomorrow

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: July 11, 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:

Leadership Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and State of Oklahoma *ex rel*, Oklahoma State Department of Education. The purpose of the agreement is to provide fine arts courses in partnership with OSDE through Oklahoma's Course Access demonstration grant, Art Tech.
 In consideration of satisfactory performance of this Agreement, the OSDE agrees to pay Broken Arrow Public Schools a total amount not to exceed \$2,581.50 (two thousand, five hundred and eighty-one dollars and fifty cents) payable in arrears. /K. Henness

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.



This contractual agreement (hereafter "Agreement") is entered into between the State of Oklahoma *ex rel*, Oklahoma State Department of Education, 2500 N Lincoln Blvd, Oklahoma City, OK 73105, (hereafter "OSDE") and **Park Lane Early Childhood Center**, (hereafter "Vendor"), whose mailing address and contact information for the purpose of this Agreement is: **201 N Division, Asher, OK 74826**. OSDE and Vendor are sometimes referred to collectively as the "Parties" or individually the "Party".

Working on getting address corrected

1. PURPOSE

1.1. The purpose of this Agreement is: to provide fine arts courses in partnership with OSDE through Oklahoma's Course Access demonstration grant, Art Tech.

1.2. To fulfill the purpose of this Agreement, Vendor hereby offers and agrees to perform and/or provide the following goods and/or services to OSDE, in accordance with Attachment B – Timeline & Deliverables:

1.2.1. **Art Tech on-site lead teacher(s) for PreKindergarten Courses.** Vendor will identify a lead teacher per school site to work with OSDE project staff and teaching artists to coordinate and implement the Art Tech courses from July 2022 – May 2023.

1.2.2. Administrator(s) and on-site lead teacher(s) will attend a required training in-person (OKC) or an alternative virtual option July-August 2022.

1.2.3. From August 2022 through May 2023, the on-site lead teacher(s) will serve as a liaison between the district, teaching artist, and OSDE staff and will be responsible for all communication and coordination of Art Tech courses and arts experiences. On-site lead teacher(s) will provide ongoing support for the teaching artist and project staff and assist in data collection throughout the school year.

1.2.4. Additionally, from April 2023 through May 2023, the on-site lead teacher(s) will work with OSDE staff and the project evaluator to administer student surveys and distribute and follow up on teacher and parent/guardian surveys.

1.2.5. The on-site lead teacher(s) and administrators will have the option to work with the teaching artist to organize a field trip at a venue to be determined or host a visiting artist during April or May of the 2022-2023 school year.

1.2.6.

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

2. PAYMENT TERMS & AGREEMENT DURATION

In consideration of satisfactory performance of this Agreement, the OSDE agrees to pay Vendor a total amount not to exceed **\$2,581.50 (two thousand, five hundred and eighty-one dollars and fifty cents)]** (includes travel expenses) payable in arrears. It is further agreed by both parties

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that this Agreement shall be in effect from **Date of award** and ending **May 31, 2023, with option to renew 1 year**, in accordance with Attachment A – Budget.

3. INVOICING & PAYMENT

Pursuant to Title 74 O.S. § 85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. § 34.71 and Title 62 O.S. § 34.72.

Invoices shall be submitted to the Oklahoma State Department of Education, 2500 N Lincoln Blvd, Ste 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 (Title 62 O.S. § 34.71).

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 Agreement 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 Agreement.

The Vendor is required to retain records relative to the Agreement for the duration of the Agreement and for a period of seven (7) years following completion and/or termination of the Agreement. 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. AGREEMENTS 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 this Agreement are public records and subject to disclosure. Vendors claiming any portion of this Agreement 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.

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

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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. AGREEMENT MODIFICATION

Any change to the Agreement, 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 Agreement. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Agreement Modifications, shall be void and without effect, and the Vendor shall not be entitled to any claim under this Agreement based on those changes.

9. NON-APPROPRIATION CLAUSE

The terms of any Agreement and any Purchase Order issued for multiple years under the Agreement 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 Agreement document, the OSDE may terminate its obligations under the Agreement 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 Agreement shall be in Oklahoma County, Oklahoma.

12. TERMINATION FOR CAUSE

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

The OSDE may terminate the Agreement 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 Agreement performance.

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

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13. TERMINATION FOR CONVENIENCE

The OSDE may terminate the Agreement, 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 Agreement for convenience by delivering to the Vendor a Notice of Termination for Convenience specifying the terms and effective date of Agreement termination. The Agreement 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 Agreement 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 Agreement. Vendor shall timely renew the policies to be carried pursuant to this section throughout the term of the Agreement and shall provide the OSDE with evidence of such insurance and renewals.

18. TRAVEL EXPENSES

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

19. EMPLOYMENT RELATIONSHIP

The Agreement does not create an employment relationship. Individuals performing services required by this Agreement 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.

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

The Vendor certifies that they, and any proposed subcontractors, are in compliance with Title 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in Title 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.

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21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION & 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 Agreement 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) Agreement; 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 Agreement had one or more public (Federal, State or local) Agreements 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 Agreement.

22. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the Agreement 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 Agreement shall the Vendor have the authority to obligate the OSDE for payment of any goods or services over and above the awarded Agreement. If the need arises for goods or services over and above the Agreement for this project, Vendor shall cease the project and contact OSDE for approval prior to proceeding.

24. ASSIGNMENT

Vendor's obligations under this Agreement 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 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 Agreement are expected to exceed \$100,000.00, then Vendor must

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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 Agreements, 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:

29.1. to terminate this Agreement in whole or in part; or

29.2. 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. VENDOR AGREEMENT CERTIFICATION

Pursuant to Title 74 O.S. § 85.42, the Vendor named herein certifies that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed by the Vendor to fulfill any of the services provided for under said Agreement.

Pursuant to Title 74 O.S. § 85.41, if this Agreement is for professional services as defined in Title 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the Vendor named herein further certifies that they have 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 Agreement.

31. NON-COLLUSION CERTIFICATION

Pursuant to Title 74 O.S. § 85.22, any competitive bid submitted to this state or contract executed

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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:

31.1. I certify:

- 31.1.1.** I am the duly authorized agent of **Park Lane Early Childhood Center**, 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;
- 31.1.2.** I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
- 31.1.3.** 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:
 - 31.1.3.1.** 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,
 - 31.1.3.2.** 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
 - 31.1.3.3.** 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.

31.2. 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. NON-BOYCOTT OF ISRAEL GOODS OR SERVICES CERTIFICATION

Pursuant to Title 74 O.S. § 582, the supplier also certifies is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

33. 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 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.



Attachment A: Budget for Art Tech Program for Park Lane Early Childhood Center

Item Description	Unit	Quantity	Total
District staff to attend required training in-person in OKC in July 2022, or a virtual alternative in August 2022.			
Time and effort for up to 2 staff, On-site lead(s) and administrator(s) for training on program implementation or attend virtual alternative training in August.	\$150.00per day/person	Up to 2 staff	\$300.00
One-night lodging in Oklahoma City in accordance with the US GSA average daily rate.	\$96.00 per person	Up to 2 staff	\$192.00
Per Diem for meals and incidental costs in accordance with the US GSA average daily rate.	\$44.25/day/person	Up to 2 staff for 2 days	\$177.00
Travel reimbursement from school site to training site in OKC (round trip).	\$0.625/mile for 125 miles one way	Up to 2 staff	\$312.50
Total for July- August Training			Up to \$981.50
Art Tech On-site Lead Compensation			
On-site leads will be district staff appointed to assist OSDE project staff and teaching artists to implement the Art Tech courses at their site. Responsibilities are outlined below.			
August 2022 - December 2022: Serve as liaison between the district, teaching artist, and OSDE staff; coordinate on-site training in August and any other project staff site visits; provide class rosters, demographics, etc. by August 2022 and ongoing changes for student enrollment; communicate schedule changes, school closings, etc. with teaching artist and OSDE staff in a timely manner; ensure teaching artist has access to classrooms, supplies, and additional school staff with teaching 20 students or more, etc.; when possible, attend a minimum of one class and one arts experience; work with the teaching artist to store, monitor, and report supply inventory as needed; notify and work with the teaching artist for any school or community events to promote Art Tech courses with artifacts, student work, etc.; meet with the project staff at 9	\$400.00 per On-site lead		

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weeks and end of first semester to provide feedback on course implementation, grades (when applicable), etc.			
<p>January 2023 - May 2023:</p> <p>Serve as liaison between the district, teaching artist, and OSDE staff; Coordinate on-site project staff site visits; provide ongoing changes for student enrollment; communicate schedule changes, school closings, etc. with teaching artist and OSDE staff in a timely manner; ensure teaching artist has access to classrooms, supplies, and additional school staff with teaching 20 students or more, etc.; when possible, attend a minimum of one class and one arts experience; work with the teaching artist to store, monitor, and report supply inventory as needed; notify and work with the teaching artist for any school or community events to promote Art Tech courses with artifacts, student work, etc.; meet with the project staff at 9 weeks and end of the second semester to provide feedback on course implementation, grades (when applicable), etc. <u>Work with OSDE staff and evaluator to administer student surveys; distribute and follow up on teacher and parent/guardian surveys.</u></p>	\$600.00 per On-site lead	1 On-site lead Per Site	Up to \$1,000.00
Total for On-site leads			Up to \$1,000.00
Field Trip/Visiting Artist Option			
Reimbursement for students and teachers to attend a field trip or host a visiting artist by a date to be determined, co-led by the On-site lead or school administrator and the teaching artist. Site is defined as PK-8 or high school.	\$600.00 per site	1 site	Up to \$600.00
Total for Field Trip/Visiting Artists			Up to \$600.00
Total Reimbursement:			Up to \$2,581.50

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Attachment B: Deliverables and Timeline for Park Lane Early Childhood Center

The following table outlines the expected deliverables from the Vendor, to OSDE. OSDE reserves the right to modify these dates, within reason.

Date	Deliverables for PK-8 Courses
Date of Award--August 31, 2022	Administrator(s) and Art Tech On-site lead(s) attend training in OKC in July or attend virtual alternative training in August.
August 1, 2022 --August 31, 2022	Schools have completed up to 2-hour on-site orientation with Art Tech Teaching Artist and Art Tech project staff for logistics, program overview and Teaching Artist and school staff introductions; schools provide class rosters, demographics, etc. to the teaching artist and OSDE staff.
September 1, 2022 -- December 31, 2022	Art Tech courses are implemented with weekly lessons and arts experiences. On-site leads will serve as a liaison between the district, teaching artist, and OSDE staff; coordinate on-site project staff site visits as needed; ongoing changes for student enrollment; communicate schedule changes, school closings, etc. with teaching artist and OSDE staff a timely manner; ensure teaching artist has access to classrooms, supplies, and additional school staff with teaching 20 students or more; when possible, attend a minimum of one class and one arts experience; work with the teaching artist to store, and monitor supply inventory as needed; notify and work with the teaching artist for any school or community events to promote Art Tech courses with artifacts, and student work for the school year; on-site lead and Administrators will work with the teaching artists to organize a field trip or host a visiting artist.
January 1, 2023--April 30, 2023	Art Tech courses are implemented with weekly lessons and arts experiences. On-site leads will serve as liaison between the district, teaching artist, and OSDE staff; coordinate on-site project staff site visits as needed; provide ongoing changes for student enrollment; communicate schedule changes, school closings, etc. with teaching artist and OSDE staff a timely manner; ensure teaching artist has access to classrooms, supplies, and additional school staff with teaching 20 students or more, etc.; when possible, attend a minimum of one class and one arts experience; work with the teaching artist to store, monitor, and report supply inventory as needed; notify and work with the teaching artist for any school or community events to promote Art Tech courses with artifacts, student work, etc.
April 1, 2023--May 31, 2023	On-site lead will work with OSDE staff and evaluator to administer student surveys; distribute and follow up with OSDE staff on teacher and parent/guardian surveys. On-site lead and Administrators will work with the teaching artists to coordinate the scheduled field trip or visiting artist.