

SCHOOL & DISTRICT SERVICES

Services Agreement

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

Agreement Number: A-3432
Agreement Date: March 12, 2021

ADDRESS INFORMATION

Bill to:
701 S Main
Broken Arrow, Oklahoma 74012

Ship to:
1810 W Detroit
Broken Arrow, Oklahoma 74012

BILLING INFORMATION

Company: Broken Arrow Public
Schools

Phone:

Contact Name: Ashten Metts

Fax:

Email Address: accounting@baschools.org

1. Description of Work:

- a. Buck Institute for Education dba PBLWorks (“PBLWorks”) and 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.



Table 1(a)

SCHOOL & TEACHER SERVICES

PBLWorks Provided Services	Timeline*	Maximum Participants	Duration	Quantity	Item Cost	Total Cost
PBL 101 Online	April 12, 2021 - April 14, 2021	35 attendees	3 days	1 workshop	\$11,250.00 /workshop	\$11,250.00
					TOTAL SERVICES	\$11,250.00

*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 attached Services Catalog is a reference document that describes the specific services that PBLWorks offers at the time of this contract.

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(a).
- b. The Client will inform attendees about workshop and follow-up sessions with enough lead time to ensure optimal attendance and impact.

I. Responsibilities for On-Site Services

- a. 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.

II. Responsibilities for Online Services

- a. For online services, PBLWorks agrees to supply the online conference rooms, the workshop facilitators, and Tier One technical customer support.
- b. 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.
- c. The Client will be responsible for ensuring that participants adhere to the attached **Technical Requirements - 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(a) 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 1(a) 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(a) 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 \$11,250.00 as outlined in the Table in 1(a).
- b. PBLWorks will submit invoices to the Client within 30 days following each service provided.
- c. The Client will submit payment to PBLWorks upon receipt of each invoice 30 days from receipt.
- d. 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. If the PO is not

provided within 30 days prior to the scheduled service start date, PBLWorks reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.

- e. 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. If the client cancels any of the contracted services, a request must be made in writing 60 days in advance of the scheduled date.
- b. Client cancellations for each service are subject to fees described in the Table in 7(e) in order to compensate for costs already incurred by PBLWorks as a part of the scheduling process.

7. Rescheduling of services.

- a. If the Client needs to change the planned dates of any of the contracted services, a request must be made in writing 30 days in advance of the scheduled date. The Client agrees to diligently work to reschedule within 60 days of such notice.
- b. Rescheduling requests for each service are subject to fees described in the Table below in order to compensate for costs already incurred by PBLWorks as a part of the scheduling process.
- c. If no rescheduled 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.

Notification Period (# of days prior to the confirmed service delivery date)	Rescheduling Fee (per service) (USD)	Cancellation Fee (per service) (USD)
60+ days	\$0	\$0
31-60 days	\$250*	\$2,500
8-30 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

** Including, but not limited to, failure to provide PBLWorks with a PO if the Client requires PO for purchase or payment of these services.*

- e. In the event of the non-performance of a service for reasons beyond the control of either party that could not have been foreseen or provided against (force majeure), both parties will communicate within 30 days to reschedule the service. There will be no cancellation or rescheduling fees applied if successful rescheduling occurs within this 30 day window.



8. Revisions to Services.

- a. The Client and PBLWorks reserve the right to renegotiate the services based on the changing needs of the Client and/or new or expanded offerings of PBLWorks. Both parties agree that any such negotiation should be concluded well in advance of any planned services so as not to disrupt existing schedules.
- b. The overall fee agreed upon in this Services Agreement will not be adjusted downward as a result of such negotiation.
- c. Any agreed upon change in the services must be in writing and signed by both parties.
- d. The Client understands that PBLWorks prices will increase from time to time. The prices outlined in the Table 1(a) 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.

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. Sub-Contractor Disclosures.

PBLWorks and the Client agree that PBLWorks may assign an appropriately trained and experienced primary presenter, a "National Faculty" designee, for the training programs described in this Services Agreement. PBLWorks will be solely responsible for payment of his/her compensation. National Faculty members are not PBLWorks employees. When assigned to a particular project, a National Faculty member serves in the capacity of an independent contractor to PBLWorks. The person(s) assigned by PBLWorks to act as presenter of PBLWorks materials under this Contract is not an agent of PBLWorks and has no authority to modify the terms and provisions of this Services Agreement on behalf of PBLWorks, or to bind PBLWorks to provide any additional materials or services related to this Contract which are not specified in this Services Agreement.

11. 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.

12. 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:

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. If the PO is not provided within 30 days prior to the scheduled service start date, PBLWorks reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.

SIGNATURE BLOCK



Bob Lenz
Chief Executive Officer

February 24, 2021

Date

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

Client:

Official's Signature

Date

Printed Name

Title



ATTACHMENTS

- Attachment 1, **PBLWorks Services Catalog**, serves as a reference to describe services listed in the Statement of Work.
- Attachment 2, **Technical Requirements - Online Services**, serves as a reference to describe the required technology for participants attending online services.

