

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5/20/2024

Contract/Agreement Vendor: Edmentum - Kent Walstad

Name of Vendor & Contact Person

Kent.walstad@edmentum.com

Vendor Email Address

Dates of Service: 7/1/24 - 6/30/25

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.

Secondary Students

Reason/Audience to benefit

6/3/2024

BOE Date

\$ 125,500.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Brandon Chitty

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO YES
If yes, Technology Admin:

Cabinet Team Member: Karl Dyer

Funding Source: 11/011 011-1000-734-100-Subject Codes-000-Sec Sites
Fund/Project OCAS Coding

Consent

Action

Accept and approve the Renewal agreement between Broken Arrow Public Schools and Edmentum, providing digital curriculum solutions to our secondary education for students 6th - 12th grades for the 2024-25 school year. The cost to the district is \$125,500.00 and will be paid with general fund./ B.Chitty

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.



Date: 05/20/2024
 Order Number: Q-626724
 Revision: 1
 Order Form Expiration Date: 07/08/2024

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 232835
 Customer Name: Broken Arrow Public Schools
 Billing Address: 701 S Main St
 Broken Arrow, OK 74012-5528

Products and Services

Broken Arrow Public Schools

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Comprehensive Library - District-Wide License	1	07/01/2024	06/30/2025	12
Apex Learning Tutorials: Unlimited enrollment subscription	200	07/01/2024	06/30/2025	12
Apex Learning Courses: Unlimited enrollment subscription	700	07/01/2024	06/30/2025	12
Customer Success Services	1	07/01/2024	06/30/2025	12

Broken Arrow Public Schools Subtotal: \$125,500.00





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Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Comprehensive Library - District-Wide License	1	07/01/2025	06/30/2027	24
Apex Learning Tutorials: Unlimited enrollment subscription	200	07/01/2025	06/30/2027	24
Apex Learning Courses: Unlimited enrollment subscription	700	07/01/2025	06/30/2027	24
Customer Success Services	1	07/01/2025	06/30/2026	12
Customer Success Services	1	07/01/2026	06/30/2027	12

Broken Arrow Public Schools Subtotal: \$282,950.00

Total US Funds: \$408,450.00

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the earliest of the License Start Dates applicable to the products listed above

To the extent the products listed above include "EdOptions Academy" and "ALVS" enrollment products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the products table of this Order Form above, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Order Notes

There will be no charge for any additional Apex Courses licenses needed during the term of the contract. The Customer has the annual option to extend the Agreement following Board approval for the following year listed on the Order Form after Year 1 by providing written notification to "Vendor". Any amounts paid by the Customer to "Vendor" will not be refunded"

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





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Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section.

Invoicing and Payment Terms

PO Due Date	Payment Due Date	Amount
7/1/2024	7/31/2024	USD 125,500.00
7/1/2025	7/31/2025	USD 136,150.00
7/1/2026	7/31/2026	USD 146,800.00
Total		USD 408,450.00

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name: *Accounts Payable*

Last Name:

Email Address: *accounting@baschools.org*

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Customer Signature _____

Name (Printed or Typed) _____

Title _____

Date _____

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