

B
 BROKEN ARROW PUBLIC SCHOOLS  
*Educating Today* R *Leading Tomorrow*

Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: July 1, 2024

Contract/Agreement Vendor: Dawn Sign Press Matt Ellis  
Name of Vendor & Contact Person

matte@dawnsign.com  
Vendor Email Address

American Sign Language Curriculum  
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.

BAHS ASL students  
Reason/Audience to benefit

July 15, 2024 NO COST  
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Tony Sappington

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: *Tony Sappington*

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

Cabinet Team Member: *Karl Dyer*

Funding Source: 37/102 1000-653-100-3100-000-720  
Fund/Project OCAS Coding

**Consent**

**Action**

Accept and Approve the quote and textbook agreement between Broken Arrow Public Schools and Dawn Sign Press for American Sign Language curriculum for Broken Arrow High School students. This is year two (2) of a five (5) year contract. The cost to the District was \$24,341.76 and was paid in year 23/24 using Instructional Bond funds./ T. Sappington

**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.*

**DAWNSIGNPRESS  
SNIOSM SOFTWARE LICENSE AGREEMENT**

This Software License Agreement ("Agreement") is effective as of the date last executed below ("Effective Date") and is made by and between DawnSignPress, a California Corporation with an office location of 6130 Nancy Ridge Drive, San Diego, CA 92121 ("DawnSignPress" or "we" or "us") and Broken Arrow High School ("School" or "you"). Both DawnSignPress and School may be referred herein to as "Party" or "Parties" as context requires.

**1. Definitions**

- 1.1. "Access code" is the code a user needs to access Signing Naturally Interactive Online Student Materials, herein after referred to SNIOSM.
- 1.2. "User" means each student or other individual authorized by the School to access SNIOSM.

**2. Payment, Billing, and Term of Agreement**

In order to purchase and use Access codes you will agree to an initial term ("Initial Term") set forth in **Schedule A**.

For the Initial Term, we will charge you a **non-refundable flat fee** ("High School Access Fee Rate") per User set forth in **Schedule A**.

If you cancel within the first 5 days of your order ("Trial Period"), we will provide a complete refund of your order. After the Trial Period, you will not receive a refund of the Access Fee. We do not provide refunds or credits for a partial term or unused User licenses following the Trial Period.

All first-time orders must be prepaid or we must receive a purchase order form displaying your official letterhead with signed authorization. Future orders will be billed Net 30 days. All foreign (outside of U.S.) orders, except Canada, must be pre-paid. All payments must be made in U.S. dollars. If paying by check or money order, "US Funds" must be pre-printed on the payment, not hand-written.

Accounts must be current before new access codes will be distributed. Purchase orders may be faxed to 858-625-2336 or emailed to [orders@dawnsign.com](mailto:orders@dawnsign.com).

### 3. License Grant

Subject to the terms and conditions of this Agreement, DawnSignPress hereby grants School a limited, non-exclusive and non-transferable license to access SNIOSM.

School is subject to the DawnSignPress Conditions of Use <https://www.dawnsign.com/condition-of-use> and Privacy Policy <https://www.dawnsign.com/privacy-policy-1>, and those terms are incorporated herein by reference.

School acknowledges that DawnSignPress owns the exclusive right, title, and interest throughout the world to the SNIOSM and any portions or copies thereof, all Proprietary Rights therein, and all related technical know-how. The license granted hereby shall not constitute a sale of the SNIOSM nor the underlying software and know how.

All rights not expressly granted to School under this Agreement are expressly reserved to DawnSignPress. School shall not knowingly permit third parties to directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas, algorithms, or technology of SNIOSM; (b) modify, translate, or create a derivative works based on SNIOSM; (c) install, sublicense, rent, lease, distribute, sell, resell, assign, or otherwise transfer the rights to access and use SNIOSM to any third party as a service bureau or any other means; or (d) remove any proprietary notices, trademarks, or labels contained on or within SNIOSM or any graphical representation thereof.

### 4. Confidentiality

Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and will not disclose any such confidential information to any third party.

### 5. Account Access

**Account.** Users are required to enter an access code to access SNIOSM.

**Privileges Nontransferable.** The School's access privileges may not be transferred to any third parties and each User shall have its own account. School agrees not to share account information between Users.

**Suspension/Termination.** Upon termination, by you or us: (i) You will cease any further use of the Services and any information that was made available to you prior to the termination; and (ii) All rights granted to you under this Agreement will automatically terminate. The provisions of these Terms that by their nature must survive the termination shall so survive.

**6. Contact Information for Notices**

**DawnSignPress**  
6130 Nancy Ridge Dr  
San Diego, CA 92121-3223  
E-mail: [orders@dawnsign.com](mailto:orders@dawnsign.com)

**School**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned duly authorized officers of the respective parties have hereto affixed their signatures to this Agreement.

**DawnSignPress**

Signature: Holly Savage  
Printed Name: Holly Savage  
Title: Accounting  
Date: 11/16/2023

**School**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
School Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## Schedule A

### Initial Term:

- Minimum term of three (3) years. Maximum term of (5) years.

### High School Access Fee Rate:

- \$17.00 / User / Year

### \*\*Please fill out the relevant fields:

Requested No. of Users for Signing Naturally **Units 1-6** Interactive Online Student Materials:  
150 Users x \$17.00 x 5 Years = \$ 11,250.00

Requested No. of Users for Signing Naturally **Units 7-12** Interactive Online Student Materials:  
100 Users x \$17.00 x 5 Years = \$ 8,500.00

Total non-refundable flat fee = \$ 19,750.00

Access codes will be sent on or before the Effective Date of this agreement but not before receipt of payment or purchase order.

I can add that to the quote if desired.

**From:** Matt Ellis  
**Sent:** Thursday, November 9, 2023 12:05 PM  
**To:** Williams, Julie K <jwilliams@baschools.org>  
**Subject:** RE: Quote 840171

Explanation of pg 1 under #2  
4<sup>th</sup> paragraph - "Future orders Net 30 days"

Hello Julie,

Sure, we can do numbers 1 and 2.

I wanted to clarify number 3: We do not do "automatic" renewals.

The Net 30 language referred to is our standard language informing customers they need to pre-pay for the first order, and then we will extend them credit for orders after that, with a 30-day NET term for payment.

We will not add orders automatically and will only process the purchase orders Broken Arrow Public Schools sends us.

I hope that clears up things.

Matt

**From:** Williams, Julie K <jwilliams@baschools.org>  
**Sent:** Thursday, November 9, 2023 9:23 AM  
**To:** Matt Ellis <matte@dawnsign.com>  
**Subject:** Quote 840171

Good Morning!

I need a couple of things completed before I can send this to our contract committee:

1. The quote expiration date needs to be changed until after the board meeting in December. The meeting is 12/4 so dating it a few days after would be great.
2. This agreement will need to be signed by your company before I can submit it
3. On page 1 of agreement it says "Future orders will be billed Net 30" needs to be removed. When it is time for renew we will have to go through the same process. We are not able to do automatic renewals.

Thank you for your patience. If you have any questions for me, please let me know.

Thank you,

**Julie Williams**

Assistant to the  
Executive Director of Teaching & Learning and the  
Executive Director of Educational Programs  
P: 918-259-7784





6130 Nancy Ridge Drive  
 San Diego, CA 92121-3223  
 www.dawnsign.com

Voice (858) 625-0600  
 VP (858) 768-0428  
 Fax (858) 625-2336  
 E-mail orders@dawnsign.com

**Quote 840171**



**Quoted 10/12/2023**

**Expires 11/13/2023**

**Bill To**

Broken Arrow Public Schls  
 Independent Schl Dist #1-3  
 701 S Main St  
 Broken Arrow, OK 74012

**Ship To**

Broken Arrow HS  
 112 N Main St  
 Broken Arrow, OK 74012-3937

Purchase Order	Ship Via	FOB	Reference	Entered By	Terms	
	Electronic Delivery	San Diego		JAT 10/12/2023	Net 30	
Product	Description	Weight	Ordered	Price	Disc	Amount
1816EDHS	SN 1-6 Student Interactive Online Material For High School	0.00	750	17.00	0.00%	\$12,750.00
1820EDHS	SN 7-12 Student Interactive Online Material High School	0.00	500	17.00	0.00%	\$8,500.00
GL1336010	SN Lvl 3 Digital Library Code Pack 10	0.00	90	29.95	0.00%	\$2,695.50
Total Weight:			<b>0.00</b>			

<b>Sub-total</b>	<b>\$23,945.50</b>
<b>Sales tax</b>	
<b>Total</b>	<b>\$23,945.50</b>

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School acknowledges that DawnSignPress owns the exclusive right, title, and interest throughout the world to the SNIOSM and any portions or copies thereof, all Proprietary Rights therein, and all related technical know-how. The license granted hereby shall not constitute a sale of the SNIOSM nor the underlying software and know how.

All rights not expressly granted to School under this Agreement are expressly reserved to DawnSignPress. School shall not knowingly permit third parties to directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas, algorithms, or technology of SNIOSM; (b) modify, translate, or create a derivative works based on SNIOSM; (c) install, sublicense, rent, lease, distribute, sell, resell, assign, or otherwise transfer the rights to access and use SNIOSM to any third party as a service bureau or any other means; or (d) remove any proprietary notices, trademarks, or labels contained on or within SNIOSM or any graphical representation thereof.

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**School**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned duly authorized officers of the respective parties have hereto affixed their signatures to this Agreement.

**DawnSignPress**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**School**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
School Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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Voice (858) 625-0600  
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**Quote 840171**



**Quoted 11/15/2023**

**Expires 12/30/2023**

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 Independent Schl Dist #I-3  
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**Ship To**

Broken Arrow HS  
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Purchase Order	Ship Via	FOB	Reference	Entered By	Terms	
	FedExC Ground,	San Diego		JAT 10/12/2023	Net 30	
Product	Description	Weight	Ordered	Price	Disc	Amount
1816EDHS	SN 1-6 Student Interactive Online Material For High School	0.00	750	17.00	0.00%	\$12,750.00
1820EDHS	SN 7-12 Student Interactive Online Material High School	0.00	500	17.00	0.00%	\$8,500.00
GL1336010	SN Lvl 3 Digital Library Code Pack 10	0.00	90	29.95	0.00%	\$2,695.50
1810	SN 1-6 Teacher's Curriculum Set	13.80	2	89.06	10.00%	\$178.12
811	SN 7-12 Teacher's Curriculum Set	15.00	2	89.06	10.00%	\$178.12
Shipping	Shipping Charges	0.00	1	40.02	0.00%	\$40.02
<b>Total Weight:</b>			<b>28.60</b>			

<b>Sub-total</b>	<b>\$24,341.76</b>
<b>Sales tax</b>	
<b>Total</b>	<b>\$24,341.76</b>