



**Contract for Educational Services Broken Arrow  
Public Schools and Oklahoma Energy Resources Board  
STEM Workshop  
School Year 2023-2024**

- I. **The Parties:** This memorandum of understanding is hereby made and entered into by and between Broken Arrow Public Schools of Tulsa County, Oklahoma, hereinafter referred as "BAPS" or "district" and the Oklahoma Energy Resources Board, hereinafter referred as "OERB" or "provider".
- II. **Program Mission/Goals:** The purpose of this agreement is to provide a free professional development workshop hereinafter referred to as "workshop" for BAPS teachers and other teachers across the state of Oklahoma hereinafter referred to as "teachers". This will be accomplished through a cooperative agreement with the district and the provider.
- III. **OERB obligations:**
  - a. The provider agrees to offer a free professional development workshop for teachers on a pre-agreed upon date.
  - b. Nine curricula ranging from grades Kindergarten through 12<sup>th</sup> grade will be offered at the workshop with the stipulation that a minimum of 2 teachers must register per curriculum. It is understood that any curricula with less than 2 teachers registered will not be offered at the workshop.
  - c. At the conclusion of the event, teachers that complete the full workshop will receive a PD certificate, \$100 stipend, curriculum guide, and a kit of materials. Curriculum guide and kit of materials will vary based on curriculum attended.
  - d. Once the teacher completes the full workshop and teaches the entire curriculum to their primary and age-appropriate class, the teacher is then eligible to participate in the OERB's free field trip program. Through the OERB's free field trip program, a teacher may attend the closest, age-appropriate OERB partner museum and the OERB will cover the cost of admissions for the students, teacher, and any required chaperons required by the selected museum. The OERB will also cover the transportation costs associated with the OERB field trip at OERB's current transportation reimbursement rate. Round trip transportation mileage may not exceed 200 miles roundtrip. Each teacher that would like to participate in the OERB free field trip program must complete the above. Team teaching is not allowed.
  - e. Registration will be managed by OERB and will open on or shortly after November 1<sup>st</sup> with potential of up to 200 teachers.

- f. Within 60 days of the conclusion of the workshop, the provider agrees to award Centennial Middle School with a one-time, \$2,000 STEM grant to be used for anything Centennial Middle School chooses to purchase within the legal limits of the law. Centennial Middle School will be responsible for providing the OERB with a valid FEIN for the school or district in which the STEM grant check should be written. If the FEIN is not received until after the conclusion of the workshop, the STEM grant shall be paid within 60 days from the date the valid FEIN was received by OERB.

**IV. School District's Obligations:**

- a. The district will provide the OERB the use of Centennial Middle School facilities at no cost on the agreed upon date of January 20<sup>th</sup> or another date approved by the district and Centennial Middle School and the OERB.
- b. The district will provide a single point of contact to work with OERB to ensure access to Centennial Middle School and the needed classrooms at the site. The district acknowledges the classrooms required by the provider may require water and/or lab tables and agree to allow access to such classrooms. The district will share promotional materials with teachers to ensure they have access to the registration for the event.
- a. The district will be responsible for all janitorial services required by the district during and at the conclusion of the workshop. The OERB agrees to cover the cost of any janitorial service needed because of the workshop at a pre-agreed upon rate should a fee be required by the district.
- b. The district will not be responsible for the payment or delivery of teacher stipends provided by OERB. Any applicable income taxes pertaining to the stipend will be responsibility of teachers.

- V. Period of Agreement and Modification/Termination:** This agreement will become effective when signed by all parties. The agreement will terminate on June 30, 2024, but may be amended or terminated at any time by mutual agreement of the parties. A party may unilaterally terminate this Contract by giving the other party a minimum of ninety (90) days' notice by email. If the OERB exercises the option to terminate the workshop within 90 days from the date of workshop, the OERB will still be responsible for the one-time, \$2,000 STEM grant to be payable to Centennial Middle School within 90 days of termination.



- VI. **No Indemnification and Liability:** By executing this Contract, the OERB and District agree to work together to deliver a professional development workshop for eligible teachers. However, they are not “partners” to the extent that term encompasses joint and several liabilities. Each is responsible for its own employees, representatives, agents, subcontractors, and obligations arising from this Contract; each is responsible for its own defense and any resulting liability, in the event of claims.
- VII. **Governing Law:** This Contract has been made in the State of Oklahoma and shall be governed by the laws of Oklahoma.
- VIII. **Severability:** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision.
- IX. **No Assignment:** Neither party may assign its rights or delegate its duties under this Contract without the prior written consent of the other.

**Mindy Stitt**  
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OERB  
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**Broken Arrow Public Schools**  
701 S. Main  
Broken Arrow, Ok 74012

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Signature

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Signature

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