

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 3/11/2024

Contract/Agreement Vendor: Blue Ribbon Schools / Tiffany Kelley
Name of Vendor & Contact Person

tiffany@barbarakelleycpa.com
Vendor Email Address

School assessment services
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.

Creekwood & Oak Crest Elementary
Reason/Audience to benefit

04/15/2024 \$ 13,000.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Jean Brassfield

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator: Jean Brassfield

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

Cabinet Team Member: Kash Dyer

Funding Source: Title I (511) 511-2213-321-271-1050-000-200/215
Fund/Project OCAS Coding

<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action	Blueprint for Excellence School Improvement Process and Program for Creekwood Elementary School and Oak Crest Elementary. Provides school assessment services through the use of an online survey of stakeholders, consolidation and analysis of stakeholder responses, on-site validation process which includes: classroom walkthroughs, interview sessions with parents, students, reading coaches, data coaches and teachers by education experts, creation of a Blueprint for Excellence School Action Plan and 3 months follow-up. Implementation schedule tentatively to be completed during the 2023-24 fiscal year.
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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.



Blue Ribbon Schools of Excellence, Inc.

Instill the passion to teach. Induce the passion to learn.

QUOTE

Blue Ribbon Schools of Excellence, Inc.
 Post Office Box 170
 Ballentine, SC 29002
 Phone: 803-407-3122
 Fax: 803-233-6438

FEIN: 30-0151472

QUOTE #: 202837
DATE: March 5, 2024

To:	For:
Jean Brassfield Broken Arrow School District, Cohort II Creekwood Elementary School Oak Crest Elementary School	Blueprint for Excellence School Assessment and On-Site Validation Process

DESCRIPTION	AMOUNT
Blueprint for Excellence School Improvement Process and Program for Creekwood Elementary School and Oak Crest Elementary School	\$13,000.00 (\$6,500/School)
Typical Implementation Schedule	
Step 1: Online Survey Assessment Requires: Administrators, Teachers, Parents, Students, and Support Staff to complete the online assessment. Participant Codes will be generated for each member of the stakeholder groups. The online assessment is available 24-7 and can be completed using mobile devices.	Dates TBD
Step 2: Onsite Validation Visit Two days to conduct the Onsite Validation Process. Includes: Classroom Walkthroughs, Interview Sessions with Parents, Students, Reading Coach, Data Coaches, and Teachers.	Dates TBD
Step 3: Exit Summary At the end of the Onsite Visit, the BRSE Assessor(s) will provide the administrator with the Action Plan with opportunities for growth. Additional coaching sessions and follow-up to discuss the strategies for implementing the Action Plan will be conducted virtually as the school progresses through the Action Plan.	
	\$13,000.00



GENERAL SERVICE AGREEMENT

**THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 6th day of March, 2024
BETWEEN:**

Broken Arrow Public Schools of 701 S. Main Street, BA 74012
(the "Client")

- AND -

Blue Ribbon Schools of Excellence of PO Box 170, Ballentine, South Carolina, 29002
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Provide school assessment services through the use of an online survey of stakeholders, consolidation and analysis of stakeholder responses, on-site validation by education experts, creation of a Blueprint for Excellence School Action Plan, and follow-up.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.
3. There are 2 Schools participating in this assessment process.

Term of Agreement.

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the conclusion of the evidence phase, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Performance

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars)

Compensation

8. The Contractor will charge the Client a flat fee of \$13,000.00 for the Services (the "Compensation").
9. The Client will be invoiced when the Services are complete.
10. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
11. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata

payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

Confidentiality

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

15. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor.
16. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge

that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. Broken Arrow Public Schools

701 S Main Street, BA 74012

b. Blue Ribbon Schools of Excellence

PO Box 170, Ballentine, South Carolina, 29002

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Modification of Agreement

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Assignment

21. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Governing Law

23. This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina.

Severability

24. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

25. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 6th day of March, 2024.

Broken Arrow Public Schools

Blue Ribbon Schools of Excellence

Per: Bart Teal

Bart Teal

President