



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 8/26/24

Contract/Agreement Vendor: Trafera - Devyn Guse-Humphrey

Name of Vendor & Contact Person

Devyn.Guse-Humphrey@trafera.com

Vendor Email Address

Dates of Service: 9/10/2024 - 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.

Students

Reason/Audience to benefit

9/9/2024

BOE Date

\$ 1,953.00

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: [Signature]

Does this Contract/Agreement utilize technology? YES/NO [Signature]

If yes, Technology Admin: [Signature]

Cabinet Team Member: [Signature]

Funding Source: 60/901

Fund/Project

901-1000-681-100-2500-000-720

OCAS Coding

☒ Consent

☐ Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and Trafera. ChromeDesk students keep our fleet of 20,000+ chromebooks operational to ensure that every student has a device for learning each day. These students learn through hands-on experience. The ChromeDesk class is a course that students choose as an elective. Unfortunately, they do not receive credit or much curriculum outside of the physical experience. To address this the Chromedesk students will now have an opportunity to take a 2-year course that will help them learn more about computer troubleshooting and repair while allowing them to be A+ certified upon graduation.

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.



9/10/2024

Broken Arrow Public Schools
701 S. Main Street
Broken Arrow, OK 74012

Attn: Brandon Chitty

Re: Memorandum of Understanding - Computer Repair Services

Dear Brandon:

This Memorandum of Understanding - Computer Repair Services ("MOU") is entered into by and between Trafera, LLC ("Trafera") and Broken Arrow Public Schools ("Customer"), and is effective as of the date referenced above ("Effective Date"). Trafera and Customer may be individually referred to herein as a "Party" or collectively as the "Parties".

In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Project Summary:

Trafera and CompTIA have initiated a partnership with the objective of providing curriculum and resources to guide students toward industry-leading certifications in computer repair. The initiative encompasses the provision of core curriculum, practice tests, and testing vouchers by CompTIA, complemented by supplemental tutorials, tools, and onboarding provided by Trafera. Tutorials are produced by Trafera's computer repair technicians. It is the intent of this project to train students on the basics of computer repair, subject to the terms contained herein. Trafera encourages you to back up all device data before starting any repairs.

(collectively, the "Project")

Limitations:

Device Limitation: Pursuant to this Project, Student repairs may only be performed on Trafera warrantied or non-warrantied devices (collectively, the "Applicable Products"). Devices covered under original equipment manufacturer (OEM) warranties, or other third party warranties, are excluded from this Project.
Repair Limitation: Pursuant to this Project, repairs performed on the Applicable Products are limited to screen replacements and keyboard replacements only.

(collectively, the "Limitations")

REPAIRS EXCEEDING THESE LIMITATIONS MAY VOID YOUR OEM WARRANTY OR OTHER THIRD PARTY WARRANTY. REPAIRS EXCEEDING THESE LIMITATIONS MAY CAUSE DAMAGE TO, OR LOSS OF, ANY SOFTWARE OR DATA RESIDING OR RECORDED IN DEVICE. TRAFERA EXPRESSLY DISCLAIMS ANY LIABILITY, LOSS OR DAMAGE ASSOCIATED WITH CUSTOMER EXCEEDING THESE LIMITATIONS.

Responsibilities of Trafera:

Trafera shall provide access to the core curriculum, practice tests, and testing vouchers provided by CompTIA. Trafera shall deliver supplemental tutorials, tools, and onboarding materials to support the training initiative. Trafera's computer repair technicians shall produce tutorials aimed at enhancing student learning and practical skills.

Responsibilities of the Customer:

Customer shall ensure that student repairs are conducted only on Trafera warranted or non-warranted devices, excluding OEM-warranted devices or other third party-warranted devices. Customer shall utilize the provided curriculum, resources, and tutorials to guide students toward achieving CompTIA A+ certification. In addition, Customer agrees to comply with the Limitations contained herein.

Intellectual Property:

Any intellectual property developed or provided by Trafera pursuant to this Project, including tutorials and supplemental materials, shall remain the exclusive property of Trafera. Trafera grants to Customer a limited, non-exclusive, non-transferable license to use the intellectual property solely pursuant to the requirements contained herein.

Confidential Information:

In the course of performing the Project, each Party may have access to nonpublic and confidential information of the other Party (collectively, "Confidential Information"). During the term of this MOU and for at least three (3) years thereafter, the receiving party ("Receiving Party") agrees to hold the Confidential Information received from the disclosing party ("Disclosing Party") in strict confidence, to avoid using or disclosing it in any manner that is detrimental to the Disclosing Party and to refrain from using the Confidential Information except as is required to perform the Project. Confidential Information includes, but is not limited to, information which relates to the Disclosing Party's research, development, intellectual property, trade secrets or business affairs or process. The confidentiality requirements contained herein shall survive termination of this MOU.

The Receiving Party shall not disclose any Confidential Information to any employee, officers, or other representatives or agents of the Receiving Party, except those who are on a need to know basis and are required to have the Confidential Information in order

to perform their job duties in connection with the Project and agree to be bound by the requirements contained herein. The Receiving Party shall be responsible for any disclosure of the Disclosing Party's Confidential Information by any person to whom the Receiving Party discloses the Disclosing Party's Confidential Information.

Confidential Information does not include the following: information that is publicly available through no wrongful act of the Receiving Party; information that is lawfully obtained from a third party without a restriction on disclosure; information known to the Receiving Party prior to receipt from the Disclosing Party without violating any restrictions on disclosure; or information independently developed by the Receiving Party without use of confidential information provided by the Disclosing Party.

Compliance with Laws:

Each Party shall be severally and not jointly responsible for and liable for compliance with any and all laws, rules and regulations applicable to the performance of its obligations hereunder including, but not limited to: (a) the actions of its employees and the conduct and operation of its business, (b) laws and regulations governing data privacy and the protection *inter alia* of personally identifiable information and (c) compliance with all applicable anti-corruption laws and regulations including, but not limited to, the False Claims Act (or successor legislation) and the Foreign Corrupt Practices Act (or successor legislation). The Parties' policies and/or practices shall explicitly prohibit the improper payment or provision of anything of value, directly or indirectly, to any public official or to any agent or consultant of any public entity or official, foreign or domestic. The Parties shall also have in place policies and/or practices to ensure that normal and customary business entertainment and expenses or the provision of other things of nominal value are bona fide and legitimate under applicable law.

Term:

The term of this MOU shall be 9/10/24 – 6/30/25. The term may be thereafter extended on successive one (1) year terms, upon the mutual written agreement of the Parties. Either Party may terminate this MOU without cause or liability upon at least thirty (30) days' advanced written notice to the other Party. Upon termination of this MOU, the Parties agree to work together in good faith to wind down their relationship.

Independent Contractors:

Trafera and Customer are independent contractors and nothing herein is intended to create an employment relationship between the Parties or a legal partnership of any kind or nature. It's entirely at the discretion of Customer whether to participate in this Project. Customer shall exclusively control its students' participation in this Project and the means, manner and scope of the participation (if any); provided, however, that such scope shall not exceed the Limitations.

Indemnification:

Each Party (the "Indemnitor") shall indemnify, defend and hold harmless the other Party (the "Indemnitee") from and against any and all claims, demands, actions, suits, causes of action, damages, losses and expenses (including, but not limited to, expenses of investigation, settlement, litigation and reasonable attorney's fees incurred in connection

therewith) to the extent caused by the Indemnitor and arising out of or resulting from: (a) the breach by Indemnitor of any representation or warranty made or given by Indemnitor hereunder or any other term or condition herein to be performed by Indemnitor; (b) the negligence or willful misconduct of the Indemnitor, its agents or employees, or (c) the violation by Indemnitor of any applicable local, state or federal law. The indemnification obligations contained herein shall survive expiration or termination of this MOU.

Limitation of Liability:

DAMAGE TO, OR LOSS OF, ANY SOFTWARE OR DATA RESIDING OR RECORDED IN A DEVICE WHEN PERFORMING THE REPAIRS DESCRIBED IN THE PROJECT MAY OCCUR AND TRAFERA HEREBY DISCLAIMS ANY LIABILITY ASSOCIATED WITH SUCH DAMAGE/LOSS. IN NO EVENT WILL TRAFERA BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS MOU OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS MOU, REGARDLESS WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Assignment and Delegation:

Neither Party may delegate or assign its responsibilities or rights under this MOU without the prior written consent of the other Party; provided, however, that a change of control of Trafera or the merger of Trafera with any related entity shall not be an assignment requiring the consent of the Customer. Any other assignment or attempted assignment by either Party without the other Party's consent will be void.

Governing Law:

This MOU will be governed by the laws of the State of Delaware without reference to its conflicts or choice of laws provisions. The Parties irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts located in Delaware and waive any protest to such forum as inconvenient for the resolution of any dispute arising hereunder. Notwithstanding the foregoing, and prior to the commencement of any litigation, the Parties agree to have one (1) senior level executive of each Party meet together in good faith in an attempt to amicably resolve any dispute. Only in the event that such meeting unsuccessfully resolves such dispute shall either party be permitted to initiate litigation pursuant to this section.

Complete Agreement:

This MOU contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between them. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by either Party, shall be deemed to bind the Parties hereto with respect to the subject matter hereof. The illegality or unenforceability of any provision of this MOU shall not affect the validity and enforceability of any legal and enforceable provisions hereof. This MOU may be executed in counterparts, each of which will be an original

and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of this MOU by email of a PDF file shall be equally as effective as delivery of an original executed counterpart of this MOU.

Please have an authorized representative sign and return this MOU as your agreement to this MOU between Trafera and Customer.

Sincerely,
Trafera, LLC

By: 
Print: Jason Smith
Its: VP of Business Development

ACCEPTED AND AGREED TO:
Broken Arrow Public Schools

By:
Print:
Its:



BROKEN ARROW PUBLIC SCHOOLS – CompTIA

Bill to
BROKEN ARROW PUBLIC SCHOOLS
Customer No: 85638
701 S MAIN STREET
BROKEN ARROW OK 74012-5528
USA

Ship to
BROKEN ARROW PS – CENTRAL WAREHOUSE
1810 W Detroit St
BROKEN ARROW OK 74012
USA

Quote Details
Reference: 20240822-220054793
Created: August 22, 2024
Created by: Alyson George
alyson.george@trafera.com

Estimate No: E000125621

Contract
None

Products & Services

Items and Description	Overview	Notes	Qty	Unit Price	Totals
MODULES/LABS FOR A+ CORE 1, HW REPAIR	CompTIA Curriculum modules and virtual labs focused on CompTIA A+ Core 1, Hardware Repair		3	\$153.00	\$459.00
PRACTICE TESTS FOR A+ CORE 1, HW REPAIR	CompTIA Practice tests focused on CompTIA A+ Core 1, Hardware Repair		3	\$74.00	\$222.00
COMPTIA A+ TEST VOUCHER FOR CORE 1 OR 2	CompTIA testing voucher that can be used for CompTIA Core 1 OR Core 2		3	\$115.00	\$345.00
Computer Repair Certification Solution	Trafera Student Computer Repair Certification Solution – Program onboarding – Customized computer repair tutorials		3	\$165.00	\$495.00
iFixit Essential Electronics Toolkit	iFixit Essential Electronics Toolkit		3	\$30.00	\$90.00
				Subtotal	\$1,611.00
				Tax	\$0.00
				Total	\$1,611.00
				Net Terms	N30

Terms and Condition

This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

Please Remit Checks to:
Trafera LLC

PO Box 208960
Dallas, TX 75320-8960

Question? Contact me

Jonathan Worre

jonathan.worre@trafera.com



Trafera

2550 University Ave W, Suite 416 - S
St. Paul MN 55114
United States



BROKEN ARROW PUBLIC SCHOOLS – CompTIA

Core 2

Bill to
BROKEN ARROW PUBLIC SCHOOLS
Customer No: 85638
701 S MAIN STREET
BROKEN ARROW OK 74012-5528
USA

Ship to
BROKEN ARROW PUBLIC SCHOOLS
701 S MAIN STREET
BROKEN ARROW OK 74012-5528
USA
918-259-4560

Quote Details
Reference: 20240827-111847643
Created: August 27, 2024
Created by: Devyn Guse-Humphrey
devyn.guse-humphrey@trafera.com

Estimate No: E000126225

Contract
None

Products & Services

Items and Description	Overview	Notes	Qty	Unit Price	Totals
MODULES/LABS FOR A+ CORE 2, SFW FOCUS	CompTIA Curriculum modules and virtual labs focused on CompTIA A+ Core 2, Software Focused		1	\$153.00	\$153.00
PRACTICE TESTS FOR A+ CORE 2, SFW FOCUS	CompTIA Practice tests focused on CompTIA A+ Core 2, Software Focused		1	\$74.00	\$74.00
COMPTIA A+ TEST VOUCHER FOR CORE 1 OR 2	CompTIA testing voucher that can be used for CompTIA Core 1 OR Core 2		1	\$115.00	\$115.00
				Subtotal	\$342.00
				Tax	\$0.00
				Total	\$342.00
				Net Terms	N30

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