

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

Contract Committee Review Request  
**MUST BE COMPLETED IN FULL**

Date: 4/11/2022

Contract/Agreement Vendor:

**Badgr - John Boyle**

Name of Vendor & Contact Person

**jboyle@badgr.com**

Vendor Email Address

*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.*

**Teacher PD**

Reason/Audience to benefit

**June 2022**

BOE Date

**9,950.00**

Amount of agreement

Person Submitting Contract/Agreement for Review: **Brandon Chilly**

**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)

If yes, Technology Admin:

**YES**      *[Signature]*

Leadership Team Member:

*[Signature]*

Funding Source:

**60 / 901**

Fund/Project

**Chromedesk Activity Fund**

OCAS Coding

**Consent**

**Action**

Badgr will allow Broken Arrow Public Schools to empower teachers with the option to earn digital certifications to provide administration with access to rich, verifiable, and secure information about their achievements. When staff complete professional development credentials will be provided through Badgr. All certifications will follow teachers throughout their career in education. / B.Chilly

Summary

*This area must be completed 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.**

## Badgr Master Services Agreement

This Master Services Agreement ("Agreement") **is effective as of May 10, 2022** (the "Effective Date"), between Concentric Sky, Inc. (hereinafter called the "Provider") having its principal place of business at 1430 Willamette St. #39, Eugene, OR 97401, and Broken Arrow Public Schools (hereinafter called the "Client"), having its principal place of business 701 South Main Street Broken Arrow, OK 74012-5528. "Party" or "Parties" shall mean, individually, Concentric Sky or Client as the context requires and, collectively, Concentric Sky and Client.

The Badgr Terms of Service (the "TOS") located at <http://info.badgr.io/terms-of-service.html> and the Badgr Privacy Policy (the "Privacy Policy") located at <http://info.badgr.io/privacy-policy.html> are incorporated into this Agreement by reference. In the event of a conflict in the terms of this Agreement and the TOS or the Privacy Policy, the terms of this Agreement shall prevail. Capitalized terms, not defined elsewhere in this Agreement, or the TOS, have the meanings set out in Section 9.

The Provider and the Client mutually agree as follows:

### 1. Services

1.1 **Ordering Services.** Provider will provide the Services described in this Agreement and any Service Order in accordance with the terms and conditions of this Agreement and the applicable Service Order. Each Service Order will become a part of and be governed by the terms of this Agreement.

1.2 **Badgr.** Provider will provide Badgr to Client and make the Site accessible in order to use Badgr as described in a Service Order and in accordance with the TOS.

1.3 **Implementation Services.** If required under a Service Order, Provider will configure and implement the Badgr system and Services pursuant to specifications to be mutually agreed upon in writing by the parties ("Implementation Services"). Provider will own any and all improvements to the Badgr system made by or on behalf of Client that arise out of the Implementation Services

1.4 **Professional Services.** Provider will provide Client with any Professional Services that are described in a Service Order.

### 2. Compensation

Fees for the Services are set forth in the Service Order. **Client will pay correct and undisputed invoices within 30 days from its receipt of the invoice.** Provider is entitled to no other compensation or reimbursement for the Services.

### 3. Notice

3.1 Delivery. Any notice, request, or demand required or permitted to be given hereunder by either Party will be deemed duly given when received by the respective parties at the addresses listed on page 1 of this Agreement or at such other address as either of them may theretofore have designated to the other for such purpose.

#### 4. Term/Termination

4.1 Term. This Agreement shall have an initial term of one year from the Effective Date (the "Initial Term"). Contract renewal will be based on district board approval each year.

4.2 Termination. Either Party may terminate this Agreement by providing written notice to the other Party sixty (60) days prior to the date of termination. Should this Agreement be terminated before the end of the Initial Term for any reason, no fees will be refunded to Client.

#### 5. Use of Trademarks

5.1 Trademarks. For the term of this Agreement, both parties hereby grant the other a nonexclusive, royalty-free license to reference the name and marks of the other Party in relation to the Service provided hereunder.

#### 6. Binding Effect and Assignment

6.1 Assignment. This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Provider and of the Client. All rights hereunder may be assigned by either Party with the consent of the other Party (which shall not be unreasonably withheld).

#### 7. Entire Agreement/Modification/Waiver

7.1 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreement relating to the services provided hereunder. No modification or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the parties, and no waiver of any breach hereunder will be deemed a waiver of any subsequent breach.

#### 8. Applicable Laws/Jurisdiction

This Agreement will be interpreted according to the laws of the State of Oregon, without regard to its principles governing conflicts of law.

#### 9. Definitions

Broken Arrow Public Schools Badgr MSA

In addition to the terms in initial capitalized letters defined elsewhere in this Agreement, the following terms in initial capitalized letters have the respective meanings set forth below.

- 9.1 "Services" means any services provided and to be provided by Provider under this Agreement, including Badgr, Professional Services and Implementation Services, and any associated deliverables or other results thereof.
- 9.2 "Service Order" means an order for Services executed by the parties, the agreed to form of which is attached to this Agreement as Exhibit A.
- 9.3 "Professional Services" means any consulting or other services that are described in a Service Order that are not Badgr or Implementation Services.
- 9.4 "Implementation Services" has the meaning set forth in Section 1.3.
- 9.5 "Badgr" means a service provided by Concentric Sky, Inc. through our websites (badgr.io, badgr.com, badgr.org, and badgerank.org), and our APIs (collectively "the Site" or "Badgr").

IN WITNESS WHEREOF, Client and Provider have duly executed this Agreement on the dates following their respective signatures below.

Concentric Sky, Inc.

By: \_\_\_\_\_  
Cale Bruckner, President

\_\_\_\_\_  
Date

Client

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Date

Title: \_\_\_\_\_

**Exhibit A  
SERVICE ORDER #1**

THIS SERVICE ORDER IS ENTERED INTO AS OF THE DATE OF THE LAST SIGNATURE BELOW (THE "SERVICE ORDER EFFECTIVE DATE") AND IS MADE A PART OF THE BADGR MASTER SERVICES AGREEMENT (THE "AGREEMENT") BETWEEN CLIENT AND THE PROVIDER NOTED THEREIN. ALL CAPITALIZED TERMS NOT DEFINED IN THIS SERVICE ORDER HAVE THE RESPECTIVE MEANINGS SET FORTH IN THE AGREEMENT.

**Services:**

- 1. Subscriptions
  - a. Badgr Pro for up to 2,000 unique badge recipients: \$5,000 annually
    - i. *Subscription Term: July 1, 2022 through June 30, 2023*
- 2. Implementation Services: One-time Fees
  - a. Badgr Pro Organization setup: \$4,950

**Fees:**

Client will pay Provider an annual fee of \$5,000 for the Subscription License described above, payable by Client pursuant to the terms of Section 2 of the Agreement. Contract renewal will be based on district board approval each year. If there are any changes in the next years pricing, Concentric Sky will contact you 60 days before your contract end date. If Client does not want to continue the Subscription, Concentric Sky requires 30 days notice for cancellation. No refunds will be made on paid annual subscriptions.

Client will pay Provider \$4,950 for Professional and Implementation Services performed by Provider. All Professional and Implementation Services must be completed within the one year of the Service Order Effective Date.

**Total due for Initial Term: \$9.950**

Payment is due on or before July 31, 2022. Payment is accepted by check, ACH/EFT (US only), Paypal, or wire transfer. Please note that payment by wire transfer incurs an additional \$15 transaction fee and payment by Paypal incurs a 3.0% transaction fee.

<b>Client:</b> _____	<b>Concentric Sky, Inc:</b> _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Client Implementation Contact:**

**Client Accounting Contact:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_