

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 4/5/2024

Contract/Agreement Vendor:

Name of Vendor & Contact Person

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.

**Staff**

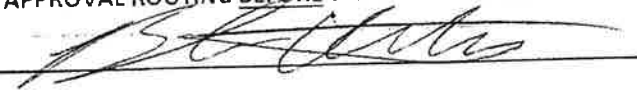
Reason/Audience to benefit


BOE Date

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: 

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

Cabinet Team Member:

Funding Source:    
Fund/Project OCAS Coding

**Consent**

**Action**

Accept and approve the NEW agreement between Broken Arrow Public Schools and Cidi Labs. Cidi Labs will provide TidyUp. TidyUp is a service that allows the Digital Learning team to scan and receive reports about Canvas courses. The reports guide the team to take action to ensure the effectiveness of our resources for teachers, admin, and other instructional support services. / B.Chitty

**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.*



AMENDMENT No. 4  
TO CIDI LABS TERMS AND CONDITIONS  
ENTERPRISE SAAS LICENSE AND SUPPORT

This Amendment No. 4 ("*Amendment*") is made effective as of July 1, 2024 (the "*Amendment Effective Date*"), by and between Cidi Labs, LLC, a Utah limited liability company ("*Cidi Labs*"), and, Broken Arrow School District ("*Licensee*"). The term start and end dates as shown in Exhibit G will be July 1, 2024, through June 30, 2025.

WHEREAS, Licensee and Cidi Labs previously entered into that certain Cidi Labs Terms and Conditions Enterprise SaaS License and Support Agreement (including Exhibits A, B, C, D, E and F thereto), executed on June 7, 2021 (the "*Agreement*"), pursuant to which Cidi Labs provides certain services, as further described therein; and

WHEREAS, the parties now wish to amend the Agreement, to among other things, provide for a renewal and an annual subscription of TidyUP to Agreement and understand the following about the products:

- X TidyUP: this is a file clean up tool for Canvas. It is an LTI tool that helps users see what course files are in use, not in use, and allows bulk deletion of files, among other features. *Please note that files deleted with this tool can NOT be recovered by Cidi Labs. Cidi Labs is not responsible for data loss due to use of this tool.* This application does not access or store any student information.

To use Cidi Labs Application Services, Licensee must have access to an instance of Canvas and obtain access to the Internet. The Software does not include access to Canvas, the Internet, or the equipment necessary for Licensee to obtain such access.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. **Renewal/Extension.** Licensee and Cidi Labs hereby agree that Exhibit G, attached hereto, shall be added to, and incorporated into, the Agreement as a new "Exhibit G" and that the term of the Agreement is extended for the period set forth in Exhibit G (the "*Renewal Term*"). During the Renewal Term all terms and conditions contained within the Agreement will remain unchanged and continue in full force and effect except as expressly stated otherwise herein and in Exhibit G.

2. **Miscellaneous.** Capitalized terms not defined in this Amendment shall have the meaning ascribed to such terms in the Agreement. In the event of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control. This Amendment will be interpreted and construed in accordance with the laws of the State of Utah, without regard to its choice of law principles. This Amendment may be executed electronically and in counterparts, each of which will be deemed to be an original and such counterparts together will constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*



THE PARTIES HAVE SIGNED BELOW to indicate their acceptance of the terms of this Amendment No. 4.

CIDI LABS, LLC:

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Signature:

DocuSigned by:  
*Mike Zackrisson*  
60634D6C182F488

Printed Name:  
Michael Zackrisson

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Title:  
CEO

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Date:

4/4/2024 | 4:49 PM MDT

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Broken Arrow School District

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Signature:

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Printed Name:

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Title:

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Date:

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## EXHIBIT G

### Cidi Labs Extension/Renewal Term Order Details



13894 South Bangerter Parkway, Ste 200  
 Draper, UT 84020  
 USA  
 (385) 404-6444

Order Number: O-24-4653  
 Term Start Date: 7/1/2024  
 Term End Date: 6/30/2025

**Order Details:**

Name:	Brandon Chitty	Subscription Term:	1 Year
Organization:	Broken Arrow Public Schools	Payment Terms:	Net 30
Address:		Currency:	USD
Email:	blchitty@baschools.org		
Phone:			

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual TidyUP Subscription	SaaS subscription to use Cidi Labs TidyUP tool. SaaS agreement for FTE between 0 - 2000	\$1,300	\$1,300
1	Implementation Services	One-time fee for implementation, basic configuration and cohort training services.	\$1,000	\$1,000
<b>Total:</b>				<b>\$2,300.00</b>
<b>Payment Schedule:</b>				
<b>Year 1</b>				
				<b>\$2,300</b>

If you have questions about this order please contact:  
 Brad Moser at [brad@cidilabs.com](mailto:brad@cidilabs.com)

Please email purchase orders to [sales@cidilabs.com](mailto:sales@cidilabs.com)  
 Cidi Labs Federal ID #: 37-1816981

\*\* CONFIDENTIAL \*\*