



Contract Committee Review Request
MUST BE COMPLETED IN FULL!

Date: 1/30/2024

Contract/Agreement Vendor: MagicSchool - Jeni Long

Name of Vendor & Contact Person

jeni@magicschool.ai

Vendor Email Address

Dates of Service: Approved PO Date - 6/30/2024

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.

All Teachers

Reason/Audience to benefit

2/12/2024

BOE Date

\$ 2,000.00

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:

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Cabinet Team Member:

Funding Source: 60/901

Fund/Project

901-2230-653-900-0000-000-015

OAS Coding



Consent



Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and MagicSchool. MagicSchool is a tool that supports teachers in the majority of their instructional and student needs. It is an artificial intelligence that is trained around educational practices and student learning goals. This contract allows the district to have full access to the program to continue to investigate its impact on our students and teachers. This partnership will help district leaders identify best practices and overall impact of AI tools in education. Cost to the district is \$2000.00. /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.



ORDER FORM

Order: This Order Form is subject to the MagicSchool Terms of Service terms at <https://www.magicschool.ai/privacy-security/terms-of-service> incorporated by reference, unless the parties have signed another written agreement governing this order form (as applicable, the "Contract"). In the event of a conflict between the provisions of this Order Form and those of the Contract, the provisions of this Order Form will govern.

Term: The term of this Contract will commence upon the date of the Broken Arrow Public School purchase order (the Contract Effective Date) and shall have an initial "Pilot" term encompassing the period between the commencement date until 6/30/2024.

Fee Schedule:

Service	Students	Sales Price	Total Price	Invoice Date
Pilot Period (through 6/30/2024)		\$2,000	\$2,000	
Pilot Total	-	-	USD \$2,000	Upon Signature

Key Contacts:

School Admin Contact (e.g. Principal, Director of Instructional Tech, CTO, etc.)

Name: Brandon Chitty

Email: blchitty@baschools.org

Billing Contact (Who should we send invoices to?)

Name: Accounting

Email: accounting@baschools.org

PO Number or Invoicing Submission Requirements: PO Required
 Invoice cannot be dated prior to the approval date on the purchase order.

Additional Terms and Conditions:

Precedence of Special Terms. Notwithstanding any other provision in this Agreement, including but not limited to the Order Form, General Terms and Conditions, and Privacy Policy, in the event of any conflict or inconsistency, the terms and conditions set forth in the "Special Terms" section of this Agreement shall prevail. The Special Terms are hereby incorporated by reference and shall supersede any conflicting or inconsistent terms to the extent of such conflict or inconsistency.

Special Terms:

Payment. Unless specified otherwise in the Contract, all Fees are due in advance within thirty days after delivery of the invoice by email to the billing contact above.

Delinquent Payments. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by MagicSchool in collecting undisputed delinquent amounts.

Taxes. Customer is responsible for any Taxes, and Customer will pay MagicSchool for the Services without any reduction for Taxes. If MagicSchool is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides MagicSchool with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to MagicSchool, Customer must provide MagicSchool with an official tax receipt or other appropriate documentation to support such payments.

User Accounts and Customer Administration of the Services.

Customer will not exceed the number of authorized User accounts specified above. User accounts may not be shared or otherwise used on a concurrent user basis, and may not be used by more than one (1) named individual per account, provided, however, the Customer may reassign an account when the named individual no longer works for the Customer or otherwise no longer needs access.

Customer will specify one or more Administrators ("Admin" or "Admins") as mutually agreed who are responsible for the provisioning of End User Accounts authorized and authenticated by the Customer, and who are authorized to contact MagicSchool's designated support representative.

Confidential Information.

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees, independent contractors and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

Customer Name and Logo Use. During the Term, MagicSchool may include Customer's name and logo in MagicSchool's standard marketing materials and customer lists. MagicSchool agrees to follow any usage or brand guidelines provided by Customer when using Customer's name and logo for such purposes.

Notices. Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department or primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

Entire Agreement. This Order Form and the Contract, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Any different or additional terms or conditions stated on purchase orders or otherwise by either party are rejected and void.

Miscellaneous. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control. The parties are independent contractors, and this Contract does not create an agency, partnership or joint venture. Neither party may assign this Contract, provided that MagicSchool may assign this Contract to a successor-in-interest in a merger, acquisition, corporate reorganization, or sale of substantially all its assets.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THIS ORDER FORM AND THE LICENSE AGREEMENT, WHICH IS INCORPORATED HEREIN BY REFERENCE. THIS ORDER FORM AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL AND ALL OF WHICH TOGETHER WILL CONSTITUTE ONE AND THE SAME INSTRUMENT.

Signature
School or District Representative

Name

Date

Organization

DocuSigned by:
Adeel Khan
07508B565C69475

Adeel Khan
CEO, MagicSchool, Inc.

1/30/2024

Date



Terms of Service

Last Updated: November 1, 2023

Welcome to MagicSchool.ai, operated by Magic School, Inc ("MagicSchool.ai"). We provide teachers and school staff with online access to generative artificial intelligence tools through our website, browser extensions, and other services (collectively our "Services"). Our Services are designed to save you time and support student success!

Unless we have entered into another agreement with you (as an individual, or as an organization), your use of our Services is subject to these terms and conditions (the "Terms"). By using the Services, you are agreeing to these Terms, as well as our Privacy Policy.

Your rights to use the Services:

You may visit our website at any time, but to use our other online Services you must be at least 18 years of age and create an account providing your name, email, other requested information, and your selected password.

Your account is for your personal use only, and you may not transfer your account to anyone else or permit others to use your account. You are responsible for any activity or misuse associated with your account that results from your failure to protect your password.

By agreeing to these Terms and creating an account, MagicSchool.ai grants you a limited non-exclusive right to access and use the Services we make available through your account on a month-to-month basis, to be used only for your own work as a teacher or school staff member. This right continues until either you or we terminate this agreement.

Your responsibilities when using AI-generated content:

Output created by our artificial intelligence tools assists teachers and school staff, but

by no means replaces your professional skills and judgment. It is imperative that you review content generated by our Services and revise it to ensure it is appropriate for use. This includes, but is not limited to, the following considerations:

1. Use the "80-20" approach. View AI-generated content as a starting point to create draft materials (roughly 80% of the way there) that you then complete with your professional review and revisions for the last 20% of the effort.
2. Check for bias and accuracy. AI can occasionally produce biased, fictitious, or otherwise incorrect content. Generative AI models are not databases of knowledge, but rather an attempt to synthesize information the model has been trained on. Always double-check for bias and accuracy before sharing output with students or others.
3. Know the limits of AI. Our AI engine's knowledge in terms of historical events or developments stops at 2021, so keep that in mind when dealing with recent topics.
4. Protect Privacy. Please do not include any personally identifiable information such as names, addresses, or other contact information about students, parents, or others in information you provide to our Services for processing. You may be violating applicable law and/or your school's policies in doing so and it may result in the suspension or termination of your account.

Prohibited uses of the Services:

You may not use the Services in a manner that:

1. Infringes or violates the intellectual property rights, data privacy, or any other legal rights of any person;
2. Violates applicable law, regulations, or the policies of your organization;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Violates posted content restrictions for publicly accessible information areas, such as public profiles, bulletin boards, forums, or chat areas;
5. Is inconsistent with use in your position as a teacher or school staff member, such as using the Services to create or offer commercial products or services;
6. Jeopardizes the security of your account or anyone else's (such as allowing someone else to log in to the Services as you);
7. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
8. Threatens the security of any computer network, or cracks any passwords or security encryption codes;
9. Runs processes that execute or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure or by introducing

viruses or other malware into our systems);

10. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services except as expressly permitted by law.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

Data privacy protection:

MagicSchool.ai takes data privacy protection very seriously. For the current MagicSchool.ai Privacy Policy, including a description of what information we collect, how we use it, and your rights with respect to personally identifiable information we process, please click [here](#).

Please note that we do NOT collect or process personally identifiable information of students or their parents and guardians. The only personally identifiable information our Services collect or process is that of the individual adult teachers and school staff who create login accounts to use the Services.

For more information on how we comply with applicable data protection laws in the U.S. and elsewhere, please see our Privacy Policy.

Magic School complies with (and facilitates compliance with) applicable law, including the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA). We rely on consent by the user as the basis for collecting this information. If you are a parent, guardian, or teacher and believe that your child or student under the age of 16 has provided Magic School with personally identifiable information without your consent, please notify security@magicschool.ai so that we can promptly delete the information from our servers.

These Terms incorporate the Magic School Data Processing Addendum ("DPA") when the EU General Data Protection Regulation ("GDPR") or United Kingdom General Data Protection Regulation ("UK GDPR") applies to your use of Magic School Services to process user data as defined in the DPA. The DPA linked above supersedes any previously agreed data processing addendum between you and Magic School relating to your use of the Magic School Services.

If you have a question or request regarding your personal information, please contact us at security@MagicSchool.ai, or you may write to us at our address listed below.

Rights regarding use of content you provide:

If you choose to post any messages or other content in areas of the Services that are designed for public display or communication with other users (such as public profiles, bulletin boards, forums, or chat areas), you are responsible for ensuring that you own or otherwise have the rights to post such material.

Further, by posting such material you are granting us a right that will survive any termination of these Terms and your use of the Services to continue to reproduce and use such material to improve our Services worldwide.

Terminating Services:

You may terminate use of the Services at any time by deleting your account from the Profiles Setting pages. We may terminate your use of the Services at any time on thirty (30) days prior notice, provided that we may immediately suspend or terminate your use of the Services without notice for a material breach of these Terms. Provisions of these Terms that by their nature should survive termination will survive any termination of the Services.

Links to Third-Party Sites/Third-Party Services:

The MagicSchool.ai website may contain links to other websites ("Linked Sites"), such as for YouTube videos. Please note that MagicSchool.ai has no control over the content of these Linked Sites, including any links within them or any changes or updates made to them. The inclusion of these links is solely for your convenience, and it does not imply endorsement or association with the operators of those sites, and MagicSchool.ai is not responsible for the content on Linked Sites.

Warranty disclaimer and limitation of liability:

Warranty Disclaimer. Given the nature of generative artificial intelligence, neither MagicSchool.ai nor its licensors or suppliers make any representations or warranties concerning any content contained in, generated by, or accessed through the Services. THE SERVICES AND CONTENT ARE PROVIDED BY MAGICSCHOOL.AI (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT

LIMITATION, NEGLIGENCE, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL MAGICSCHOOL.AI (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOST TIME, LOSS OF DATA, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO MAGICSCHOOL.AI IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification:

You agree to indemnify, defend, and hold harmless MagicSchool.ai, its officers, directors, employees, agents, and third parties from and against any and all losses, costs, liabilities, and expenses (including reasonable attorney's fees) arising out of or related to your violation of these Terms, including any prohibited use of the Services. MagicSchool.ai reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MagicSchool.ai in asserting any available defenses.

Acknowledgement for state school systems:

If you are agreeing to these Terms on behalf of a state school or institution, MagicSchool.ai acknowledges that mandatory state law may limit or supersede certain terms and conditions and agrees that such state law will control over any conflicting provisions of these Terms.

Governing law; mandatory arbitration of disputes:

These Terms shall be governed by the laws of the State of Colorado without regard to conflicts of laws provisions, save for applicable federal law such as the Federal Arbitration Act.

Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association and the International Centre for Dispute Resolution in accordance with its applicable Consumer Arbitration Rules www.adr.org, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. YOU AND WE AGREE TO WAIVE THE RIGHT TO A JURY TRIAL, AND ALSO THE RIGHT TO PROCEED IN A REPRESENTATIVE OR CLASS ACTION MANNER, AND CLAIMS WILL BE HEARD ON AN INDIVIDUAL BASIS ONLY BY A QUALIFIED ARBITRATOR.

The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing unless so ordered by the arbitrator. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated under this section. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Contact us:

You may contact us by email at hey@magicschool.ai, or by writing to us at MagicSchool.ai, 4845 Pearl East Cir Ste 118 PMB 83961, Boulder, CO 80301 USA.