

B

BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 9/1/2022 contact person:

Contract/Agreement Vendor: www-generationgenius.com Christina Dela Pena
Name of Vendor & Contact Person
order@generationgenius.com order@generationgenius.com
Vendor Email Address
1 year classroom science subscription to Generation Genius.com
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.

Level 2 SpEd - ECMS
Reason/Audience to benefit
9-12-22 [REDACTED]
BOE Date Amount of agreement
\$125.00

Person Submitting Contract/Agreement for Review: Kaysley Kintreack

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: [Signature]

Cabinet Team Member: Karla Dyer

Funding Source: 66-825
Fund/Project OCAS Coding

Consent My Level 2 SPED class was awarded a \$300 grant from MO. I am requesting approval to purchase a 1 year science classroom subscription from generationgenius.com for \$125.00.

Action

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.

Generation Genius, Inc.

14622 Ventura Blvd #2026,
Sherman Oaks, CA 91403
contact@generationgenius.com
Phone: (866) 936-5564
EIN: 82-2184201

QUOTE: 152168

Date: 08/31/2022

TO:

Kaysley Kinkead
Ernest Childers Middle School
301 E. Tucson
Broken Arrow, OK 74011

FOR:

Generation Genius Videos & Lessons
Classroom (Science Only) Plan License

DESCRIPTION	YEARS	RATE	AMOUNT
1 Classroom (Science Only) License for educational streaming video subscription to Generation Genius. Includes videos, lesson plans, teacher guides, discussion questions, vocabulary, quizzes, and English / Spanish subtitles.	1	\$125.00	\$125.00
Total			\$125.00

This quote is valid for thirty (30) days. To subscribe to our service please submit a PO via email (Order@GenerationGenius.com), Fax (707-312-8176), or mail to the address above. Thank you.

[Create Free Account](#)

Terms Of Services

Terms of Service

Welcome, and thank you for your interest in Generation Genius, Inc. ("Generation Genius", "we," or "us") "Service"). These Terms and Conditions are a legally binding contract between you and Generation Gen

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY CLICKING "CREATE ACCOU
THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND C

POLICY (COLLECTIVELY, THESE "TERMS"). If you are not eligible, or do not agree to these Terms, then p

These Terms and Conditions provide that all disputes between you and Generation Genius will be resolved by the
RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be resolved
by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action). For more
details regarding your agreement to arbitrate any disputes with Generation Genius.

- 1. Generation Genius Service Overview.** Generation Genius produces and distributes innovative, entertainment and educational service to homes, schools and other institutions.
- 2. Free Trial Policies.** Free trials are limited to 1 per person, per year. Additionally, the primary account holder must use an account created by an adult to ensure that no personal identifying information is collected. For more information, see our Privacy Policy, if we discover any student data in our systems, we are obligated to delete the data [with 30 days].
- 3. Eligibility.** By agreeing to these Terms, you represent and warrant to us: (i) that you have not previously registered for the Service and your use of the Service is in compliance with any and all applicable laws and regulations; (ii) that the information you provide is accurate and truthful, including the information that you use to register for the Service. If you are using the Service on behalf of an organization, you represent and warrant that you have the authority to bind such organization to these Terms and your organization.
- 4. User Accounts and Registration.** To access most features of the Service, you must register for an account. We will require you to provide us with some information about yourself (such as your e-mail address). You agree that the information you provide is accurate and up-to-date at all times. When you register for a paid account, you will be asked to provide a password and PIN, and you agree to maintaining the confidentiality of your account, password and PIN, except with those who you authorize to access your account for activities that occur under your account. If you have reason to believe that your account is no longer secure, you may contact us at generationgenius.com. We do not permit sharing of any log-in information with anyone not covered by these Terms. Log-in information may not be shared with any other school; an individual license log-in may not be shared with any other individual or building. Please contact us for pricing if your school is virtual.
- 5. Payment.** Upon placing your order you will have full access to Generation Genius. Generation Genius will invoice you for your order. You authorize Generation Genius to charge all sums described on the invoice due within 30 days after the date of the invoice. **All fees are in U.S. Dollars unless otherwise stated.**
- 6. Cancellation Policy.** Annual paid subscriptions can only be canceled and refunded within 30 days of purchase. Monthly paid subscriptions can be turned off at any time in 1-click on the manage account page or by contacting us. Cancellations prevent renewals from being charged, however, previous charges before the date of cancellation will not be refunded.

7. **Digital Millennium Copyright Act.** DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act (17 U.S.C. §512, as amended). If you have any intellectual property complaints with respect to materials hosted by or distributed through the Service, please contact our Agent at the following address: Generation Genius, Inc., 1679 South Dupont Highway, Ste 100, Dover, Delaware 19901, alleging that materials hosted by or distributed through the Service infringe intellectual property rights:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Service constitutes an infringement of your copyright or other intellectual property owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are authorized to act on the copyright or intellectual property owner's behalf.

8. **Prohibited Conduct.** BY USING THE SERVICE YOU AGREE NOT TO:

- Re-sell access to Generation Genius;
- Post any of our materials publically online;
- Use the Service for any illegal purpose, or in violation of any local, state, national, or international law;
- Violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating intellectual property;
- Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that is otherwise inappropriate, including but not limited to content that is indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- Interfere with security-related features of the Service, including without limitation by (i) disabling or circumventing any content, or (ii) reverse engineering or otherwise attempting to discover the source code of the Service, unless such activity is expressly permitted by applicable law;

- Interfere with the operation of the Service or any user's enjoyment of the Service, including without adware, spyware, worms, or other malicious code, (ii) making unsolicited offers or advertisements personal information about users or third parties without their consent; or (iv) interfering with or disrupting the operation of any network used to provide the Service, or violating the regulations, policies, or procedures of such networks, or
- Perform any fraudulent activity including impersonating any person or entity, claiming false affiliation with Generation Genius's express permission;
- Sell or otherwise transfer the access granted herein or any Materials (see Section 10) or any right or interest in the Service;
- Attempt to do any of the foregoing in this Section 6, or assist or permit any persons in engaging in any of the foregoing.

9. Termination of Use; Discontinuation and Modification of the Service. If you violate any provision of these Terms, your access to the Service will be automatically terminated and Generation Genius will not be obligated to refund any fees you have paid. Additionally, Generation Genius may suspend or terminate your access to the Service at any time, with or without notice, if it suspects a violation of any provision of these Terms. If you have any questions, please contact customer service at support [at] generationgenius.com.

10. Privacy Policy; Additional Terms.

- Privacy Policy. Please read the Generation Genius Privacy Policy carefully for information relating to the collection, use, and disclosure of personal information collected through use of the Service. The Generation Genius Privacy Policy is hereby incorporated into these Terms.
- Additional Terms. Your use of the Service is subject to any and all additional terms, policies, rules, or notices of Generation Genius on the Service that we may post on or link to on the Service (the "Additional Terms"), such as end-user licenses, terms of use, or rules applicable to particular features or content on the Service, subject to Section 10. These Additional Terms are hereby incorporated by reference into, and made a part of, these Terms.

11. Modification of these Terms. We reserve the right, at our discretion, to change these Terms on a going-forward basis. We may make changes to these Terms periodically for changes. In the event that a change to these Terms materially modifies your rights or obligations under these Terms, we will notify you in advance of the change in order to continue to use the Service. Material modifications will be effective upon your acceptance of the change, or if you do not accept the change, upon publication. For the avoidance of doubt, disputes arising under these Terms will be resolved in a court of competent jurisdiction. If you do not accept the change, you will receive written notice of the dispute.

12. Ownership; Proprietary Rights. The Service is owned and operated by Generation Genius. The visual content, text, graphics, icons, logos, trademarks, service marks, computer code (including source code or object code), products, software, services, and all other elements of the Service are the property of Generation Genius and are protected by all relevant intellectual property and proprietary rights and applicable laws. All rights reserved.

Generation Genius or our third-party licensors. Except as expressly authorized by Generation Genius, y reserves all rights to the Materials not granted expressly in these Terms.

13. **Indemnity.** You agree that you will be responsible for your use of the Service, and you agree to defend officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the “Genera liabilities, damages, losses, and expenses, including reasonable attorneys’ fees and costs, arising out alleged use of the Service; (ii) your violation of these Terms or any representation, warranty, or agreem your violation of any third-party right, including without limitation any intellectual property right, publi or issues between you and any third party. We reserve the right, at our own expense, to assume the ex indemnification by you (and without limiting your indemnification obligations with respect to such ma defense of such claim.
14. **Disclaimers; No Warranties.** THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROU AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLI WITHOUT LIMITATION) DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED V PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (ii) ANY WARRANT TRADE. THE GENERATION GENIUS ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PART THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OT ANY OF THE FOREGOING WILL BE CORRECTED.[break]NO ADVICE OR INFORMATION, WHETHER OR/ ANY MATERIALS OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE WILL CREATE ANY WARI ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL USE OF OR ACCESS TO THE SERVICE, YOUR DEALINGS WITH OTHER SERVICE USERS, AND ANY MA YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE AND USE, ACCESS, DOWNLOAD, OR O SERVICE AND ANY ASSOCIATED SITES OR SERVICES AT YOUR OWN DISCRETION AND RISK, AND YI YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVIC SERVICE OR THE DOWNLOAD OR USE OF SUCH MATERIALS OR CONTENT. SOME JURISDICTIONS M HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.
15. **Limitation of Liability.** IN NO EVENT WILL THE GENERATION GENIUS ENTITIES BE LIABLE TO YOU F OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOI OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, TI SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE GENERATION GENIUS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.[br SECTION 17.4(iii), THE AGGREGATE LIABILITY OF THE GENERATION GENIUS ENTITIES TO YOU FOR

USE OF OR ANY INABILITY TO USE THE SERVICE (INCLUDING ANY MATERIALS OR CONTENT AVAILABLE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF (i) THE ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE CLAIM OR (ii) \$100. SOMETHING BY THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR LIMITATION OF REMEDY UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

16. Governing Law. These Terms shall be governed by the laws of the State of Delaware without regard to the location of any court proceeding is permitted under this Agreement, you and Generation Genius agree to submit to the federal courts located within Dover, Delaware for the purpose of litigating all such disputes. We make no representation that these Terms are appropriate or available for use in other locations.

17. General. These Terms, together with the Privacy Policy, invoices issued by Generation Genius, any other terms, conditions, or disclosure of personal information, and any other agreements expressly incorporated by reference into these Terms, shall constitute the entire agreement between you and Generation Genius regarding your use of and access to the Service, and shall be binding on you and Generation Genius by a written agreement signed by authorized representatives of all parties to these Terms. You may not modify, amend, or alter these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We reserve the right to require performance of any provision will not affect our right to require performance at any time the Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of any right to require performance. If any provision of these Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. If any provision of these Terms is invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible. In the event of termination of these Terms, any provision that by its nature or express terms should survive will survive. Sections 2, 4, and 8 through 19.

18. Dispute Resolution and Arbitration.

- **Generally.** In the interest of resolving disputes between you and Generation Genius in the most expeditious manner possible, you and Generation Genius agree that any and all disputes arising in connection with these Terms shall be resolved by binding arbitration instead of a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited review by courts. Arbitrators can award the same damages and relief that a court can award. Arbitration is limited to all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. BY ACCEPTING THESE TERMS, YOU AND GENERATION GENIUS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.

- **Exceptions.** Notwithstanding Section 17.1, we both agree that nothing herein will be deemed to wa an individual action in small claims court; (ii) pursue enforcement actions through applicable fede (iii) seek injunctive relief or other provisional remedies in aid of arbitration from a court of law; or (infringement claims.
- **Arbitrator.** Any arbitration between you and Generation Genius will be governed by the Commercia Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration , administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by c Genius.
- **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the disp required), or in the event that we do not have a physical address on file for you, by electronic mail i South Dupont Highway, Ste 100, Dover, DE 19901. The Notice must (i) describe the nature and bas sought (“Demand”). We agree to use good faith efforts to resolve the claim directly, but if we do nc is received, you or Generation Genius may commence an arbitration proceeding. During the arbitra Generation Genius shall not be disclosed to the arbitrator until after the arbitrator makes a final de resolved through arbitration in your favor, Generation Genius shall pay you (i) the amount awardec offered by Generation Genius in settlement of the dispute prior to the arbitrator’s award; or (iii) \$1,(
- **Fees.** In the event that you commence arbitration in accordance with these Terms, Generation Gen your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by location to be agreed upon in New York County, New York, provided that if the claim is for \$10,000 conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-apppe hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arb sought in the Demand is frivolous or brought for an improper purpose (as measured by the standa payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Gener otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbit written decision sufficient to explain the essential findings and conclusions on which the decision and resolve disputes as to the payment and reimbursement of fees or expenses at any time during within 14 days of the arbitrator’s ruling on the merits.
- **No Class Actions.** YOU AND GENERATION GENIUS AGREE THAT EACH MAY BRING CLAIMS AGAIN AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE Genius agree otherwise, the arbitrator may not consolidate more than one person’s claims, and ma class proceeding.

- **Modifications.** In the event that Generation Genius makes any future change to this arbitration pro Notice), you may reject any such change by sending us written notice within 30 days of the chang arbitration provision, as in effect immediately prior to the amendments you reject shall survive.
- **Enforceability.** If Section 17.6 is found to be unenforceable or if the entirety of this Section 17 is fo shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue or related to these Terms.

19. **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electro Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electron agreements, disclosures, or other communications that we send to you electronically will satisfy any I communications be in writing.

20. **Contact Information.** The Service is offered by Generation Genius, Inc., located at 1679 South Dupont sending correspondence to the foregoing address or by emailing us at support [at] generationgenius.c mailed to you electronically by sending a letter to the foregoing address with your electronic mail add

© 2022 Generation Genius, Inc. A Public Benefit Corporation.

*Next Generation Science Standards is a trademark of Achieve, Inc.
a non-profit dedicated to raising academic standards & graduation rates.

SCIENCE MATH HOME KITS :