

BROKEN ARROW PUBLIC SCHOOLS

Educating Today

Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: May 17, 2024

Contract/Agreement Vendor: **Student Conductor - Phillip Freeman**

Name of Vendor & Contact Person

phillip@studentconductor.com

Vendor Email Address

Tardy, fine and discipline assignment and management system.

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.

Broken Arrow Freshman Academy (BAFA)

Reason/Audience to benefit

June 3, 2024

BOE Date

\$ 2,400.00

Amount of agreement

Person Submitting Contract/Agreement for Review:

Christine McMorris

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Andy Rice

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Mark

Leadership Team Member:

Keith Dyer

Funding Source: **Fund 11 - 001**

Fund/Project

Fund 11: 001-2410-653-000-0000-000-700

OCAS Coding

☒ **Consent**

☐ **Action**

Accept and approve the NEW agreement between Broken Arrow Public Schools and Student Conductor. Student Conductor is a tardy, fine, and discipline assignment and management system to easily track and manage assigned tardies, fines and disciplines. The agreement is valid through June 30, 2025, and will be paid with instructional funds.

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.

Student Conductor, Inc.**QUOTE**

1404 Summer Ridge Court
Keller, TX 76262-5014

QUOTED TO:

Broken Arrow Freshman Academy
301 W New Orleans St
Broken Arrow, OK 74011

Vendor Number: 11957

Quote Number: 25426

Quote Date: 5/22/2024

Service Dates: 7/1/2024-6/30/2025

Description	Months	Cost	Quantity	Total
Student Conductor System	10	\$225	Avg. 1350 Students	\$2,250
Thermal Receipt Paper Rolls		\$3	50	\$150
Total:				\$2,400
				<i>Quote Amount</i>
Total Due:				\$2,400

EMAIL PURCHASE ORDER TO:
accounting@studentconductor.com

MAKE ALL CHECKS PAYABLE TO:

Student Conductor, Inc.

MAIL CHECKS TO:

Student Conductor, Inc.

Attn: Accounting

1404 Summer Ridge Court

Keller, TX 76262-5014

Please submit a copy of your approved PO to the email address listed above.

Need a Copy of our W9. Please Visit:

<https://www.studentconductor.com/W9/W9.pdf>

THANK YOU!

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Revised June 17, 2018

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Before using the Website, please read the following Terms and Conditions of Use (“**Terms of Use**”) carefully. These Terms of Use, together with the Privacy Policy and all other applicable terms and conditions issued by Student Conductor from time to time, which are incorporated herein by reference, constitute a legally binding agreement between Student Conductor and each user of the Website and/or Services (the “**Agreement**”).

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1. Service Subscription

Access to and use of the Services requires a subscription to the Services. At this time, the Services are only available to educational institutions. To subscribe to the Services, the Institution must set up an account through the Website. During the registration process, the Institution will select identification credentials which will enable the Institution to access the Services, including a user name and password. The Institution is responsible for maintaining the confidentiality of its identification credentials and is responsible and liable for all activities (whether by the Institution or by others) that occur under the Institution's account or by use of the Institution's identification credentials. For greater certainty, and without limiting the generality of the foregoing, the Institution shall be responsible for any breach or violation of the Agreement caused by any activity

The Institution agrees to notify Student Conductor immediately of any unauthorized use of the Institution's account or identification credentials or any other breach of security. Student Conductor disclaims all liability for any loss or damage arising from the Institution's failure to protect the Institution's account or identification credentials.

The Institution represents and warrants that all information submitted to Student Conductor through its account is true and accurate. Student Conductor is not liable for any breach of this warranty by the Institution or any user of its account, whether or not such breach is caused intentionally. In the event of a breach of this warranty, and without limitation to any other remedy available to it, Student Conductor may immediately discontinue the Institution's account and revoke the Institution's right to access the Services.

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The Institution may terminate this Agreement by contacting Student Conductor at cancel@studentconductor.com and expressing its desire to terminate its subscription to the Service. The Institution's subscription will terminate within 30 days from Student Conductor's receipt of such termination notice. Pro-rated refunds will not be given. Notwithstanding the right to terminate, the Institution will remain responsible for paying any applicable fees and/or charges pertaining to the remaining portion of the subscription period, and any other fees or charges incurred through the Institution's access to and use of the Services.

In the event of termination, the Institution is no longer authorized to access or use the Services.

applicable taxes associated with their respective accounts and the Services. Applicable fees may be modified from time to time at Student Conductor's sole discretion. Subscribed institutions will receive 30 days' prior notice of any fee modifications. Failure to pay any fee when due is a breach of the Agreement. Except as may be set forth in the Agreement, all fees are non-refundable.

4. Services Support

All Services support requests must be submitted through Student Conductor's online email support process. The email support contact form can be found in the Institution's account by accessing the tab titled "Support" and then clicking the "Quick Contact" button.

5. Electronic Communications

By creating an account or providing your email address to Student Conductor, you consent to receive electronic communications from Student Conductor (e.g., via email or by posting notices through the Services). These communications may include account notices (e.g., payment authorizations, password changes and other transactional information) or legal notices. These communications may also include promotional or marketing materials. You agree that any notices, agreements, disclosures or other communications that Student Conductor sends to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

6. User Information

Student Conductor's use of personal information and any other information provided to Student Conductor by you in connection with the Website or Services ("User Information") is subject to Student Conductor's Privacy Policy. As it relates to an Institution, User Information may include information pertaining to the Institution's students.

You are responsible for the accuracy and quality of such User Information. You are responsible for the legality of such User Information, and you represent and warrant that you have the legally enforceable right to provide such information to Student Conductor for use in connection with the Website or Services. You agree that you are responsible for the complying with any applicable laws, including those related to privacy and intellectual property rights or ownership, in respect of any disclosure to Student Conductor or use of such User Information in connection with the Website and Services.

You hereby grant Student Conductor a royalty-free, sublicensable, transferable, nonexclusive license to process, reproduce, modify, create derivative works from and otherwise use User Information but only for the limited purpose of providing the Services

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FURTHERMORE, YOU ACKNOWLEDGE THAT STUDENT CONDUCTOR IS NOT LIABLE FOR THE ILLEGAL CONDUCT OF ANY OTHER PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU

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The trademarks, trade names, domain names, logos, slogans, designs, the “look and feel” of the Website and Services, and other indicators of source displayed on the Website or through the Services are trademarks and the property of Student Conductor, Inc., including without limitation, Student Conductor, Inc., Student Conductor®, and Making Learning Paramount by Keeping Students on Track™. Nothing contained in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark or other indicator of source owned by Student Conductor.

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Subject to your continued compliance with the Agreement and applicable laws, Student Conductor hereby grants you a non-exclusive, non-transferrable, non-sublicensable, revocable right to access and use the Website (other than the Services) solely for noncommercial uses. Subject to the Institution's compliance with the Agreement and applicable laws and timely payment of the subscription fee, Student Conductor further grants the Institution a non-exclusive, non-transferrable, non-sublicensable, revocable right to access and use the Services for the sole, noncommercial purpose of assigning, managing, and tracking students' tardies, disciplines, hall passes, and fines for students in the Institution's district.

Subscribed institutions may reproduce copies of the materials that Student Conductor makes available for download or print through the Services. Such copies may only be used for the noncommercial purpose of assigning and managing student tardies, disciplines, hall passes, and fines for students in the Institution's district and notifying those students' parents of same so long as the materials are not modified and any copyright or other proprietary rights notices included in the materials are not removed.

All rights not expressly granted to you in this Section 9 are reserved by Student Conductor and any of its licensors. Any other use of the Website or Services without the prior written permission of Student Conductor is strictly prohibited.

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The Website and Services may contain information, materials, or content provided by third parties or information related to or links to third-party websites, products, or services (collectively, "Third Party Offering(s)") that might be of interest to you. Student Conductor offers such Third Party Offerings as a convenience to you, but Student Conductor does not endorse or control any such Third Party Offerings. It is your responsibility to read and understand each third party's privacy and other policies as well as the terms and conditions of each third party's services. If you choose to access or use a Third Party Offering, you do so at your own risk. If you have any questions or concerns regarding Third Party Offerings, please contact the relevant third party's web master or site administrator. YOU AGREE THAT STUDENT CONDUCTOR IS NOT LIABLE FOR THE CONTENT, ACCURACY, FUNCTIONALITY, OR ANY OTHER ASPECT OF ANY THIRD PARTY OFFERINGS AND THAT STUDENT CONDUCTOR IS NOT RESPONSIBLE FOR THE ACTS, OMISSIONS, POLICIES, OR PROCEDURES OF ANY THIRD PARTY. ANY TRANSACTIONS THAT YOU CHOOSE TO ENTER INTO WITH ANY THIRD PARTY ARE BETWEEN YOU AND THE APPLICABLE THIRD PARTY, AND STUDENT CONDUCTOR WILL NOT BE A PARTY TO OR HAVE ANY LIABILITY WITH REGARDS TO SUCH TRANSACTIONS. YOU AGREE THAT STUDENT CONDUCTOR IS NOT LIABLE FOR ANY DAMAGES THAT YOU INCUR, AND YOU AGREE NOT TO ASSERT ANY CLAIMS AGAINST STUDENT

11. Compliance with Laws

You shall abide by all local, state, and federal laws, rules, and regulations applicable to use of the Website and Services, including those related to privacy. Without limiting the foregoing, the Institution represents and warrants its compliance with the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). Furthermore, the Institution represents and warrants that, prior to providing student or parent personal information to Student Conductor, it obtains verifiable, legally-binding written consent from each student's parent(s) for Student Conductor's collection and/or use of such student's or parent's personal information (if any) in connection with the Services. The Institution shall provide proof of such parental consent and produce it upon Student Conductor's request.

12. Prohibited Conduct

You agree that you will not, nor will you permit any third party to:

- sell, mirror, frame, resell or commercially use the Website or Services;
- reverse engineer, copy, reproduce, distribute, publicly perform, modify, create derivative works based on, or publicly display the Services or Website;
- remove or alter any proprietary rights notices or markings on or in the Services or Website;
- use any data mining, robots or similar data gathering or extraction methods in relation to the Services or Website;
- use the Services or Website other than for their intended purposes;
- restrict or inhibit any other user from using and enjoying the Website or Services;
- transmit any viruses, malware, or other malicious code or software through the Services or Website or otherwise interfere or attempt to interfere with the normal operation of the Services or Website;
- attempt to gain unauthorized access to the Services or Student Conductor's or any third party's accounts, systems, networks, or data;
- use the Services to transmit any fraudulent information, create any false identity, or misrepresent your identity; or
- otherwise use the Services or Website in violation of any person's rights or applicable law.

Any use of the Website or Services other than as specifically authorized in this Agreement without Student Conductor's prior written permission is strictly prohibited and will terminate the limited rights granted in this Agreement.

13. Indemnity

You agree to fully indemnify, defend, and hold harmless Student Conductor, and its officers, directors, employees, agents, suppliers, service providers, successors, and assigns from and against all liabilities, penalties, damages, losses, expenses and costs,

acts or omissions of you or your employees or agents when using the Website or Services.

14. Modifications

Student Conductor may modify or amend these Terms of Use or the Agreement from time to time and such modification or amendment shall be effective upon posting and your continued use of the Website thereafter shall constitute the Institution's acceptance of any such modifications or amendments. If you do not agree to the modification or amendment, you must immediately cease your use of the Website. Institutions that are subscribed to the Services will be provided 30 days' notice in advance of any modification or amendment. If you do not agree with any such modifications or amendments, you must immediately discontinue your use of the Website and/or Services.

Furthermore, Student Conductor reserves the right to, without notice, at any time, and for any reason, discontinue or modify any aspect or feature of the Website or Services, including but not limited to content, functionality, hours of availability, the equipment needed for access or use to the Services, or pricing. Subscribed Institutions will receive 30 days' notice of any price increases.

15. General

If you provide Student Conductor with feedback or suggestions about the Services, you understand that Student Conductor may use your suggestions and feedback without consent, notice or compensation to you. Student Conductor shall have the right to immediately terminate your access to or use of the Website in the event of any activities which breach this Agreement or conduct which, in Student Conductor's sole judgment, interferes with the operation or use of the Website or your failure to consent to the Agreement. Termination of this Agreement automatically terminates your license and authorization to use the Website, and if applicable, the Services.

The Agreement shall be governed by the law of the State of Texas, without respect to its conflict of laws principles, and applicable federal laws. Any claim or dispute between you and Student Conductor that arises in whole or in part from the Agreement, Website or Services shall be decided exclusively by a court of competent jurisdiction located in the State of Texas. By visiting the Website and/or accessing the Services, you submit to exclusive jurisdiction of the courts within the State of Texas, and you waive any jurisdictional, venue or inconvenient forum objections.

The Agreement, together with any purchase orders accepted by Student Conductor, constitute the entire agreement between you and Student Conductor concerning the

Institution's purchase order are hereby objected to and are superseded in their entirety by this Agreement. This Agreement does not limit any rights that Student Conductor may have under trade secret, trademark, copyright, patent or other laws. The employees of Student Conductor are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Student Conductor, except in a writing signed by an authorized officer of Student Conductor.

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16. Force Majeure

Student Conductor shall not be in default if failure to perform any obligation hereunder is caused by conditions beyond its control, provided that Student Conductor is reasonably diligent in attempting to remedy such conditions, uses reasonable efforts to notify the Institution of the such conditions, and resumes performance as soon as possible.

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Student Conductor, Inc.
1404 Summer Ridge Court
Keller, TX 76262.

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